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Michigan State University and American Federation of State, County and Municipal Employees, AFL-CIO, Local 1585 (1985)

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Michigan State University and American Federation of State, County and Municipal Employees, AFL-CIO, Local 1585 (1985)

Keywords

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Comments

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MICHIGAN STATE
UNIVERSITY

AND



LOCAL
UNION
1585



affiliated with



COUNCIL NO. 25
AFSCME
AFL-CIO

AFSCME
INTERNATIONAL



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August 1, 1985
July 31, 1987

7/87



Agreement Between

MICHIGAN STATE UNIVERSITY

and LOCAL UNION NO. 1585,

AFSCME, AFL-CIO

August 1, 1985 - July 31, 1987

PREFACE

-1 The Board of Trustees of Michigan State University and AFSCME Local 1585 recognize their moral and legal responsibilities under federal, state, and local laws.

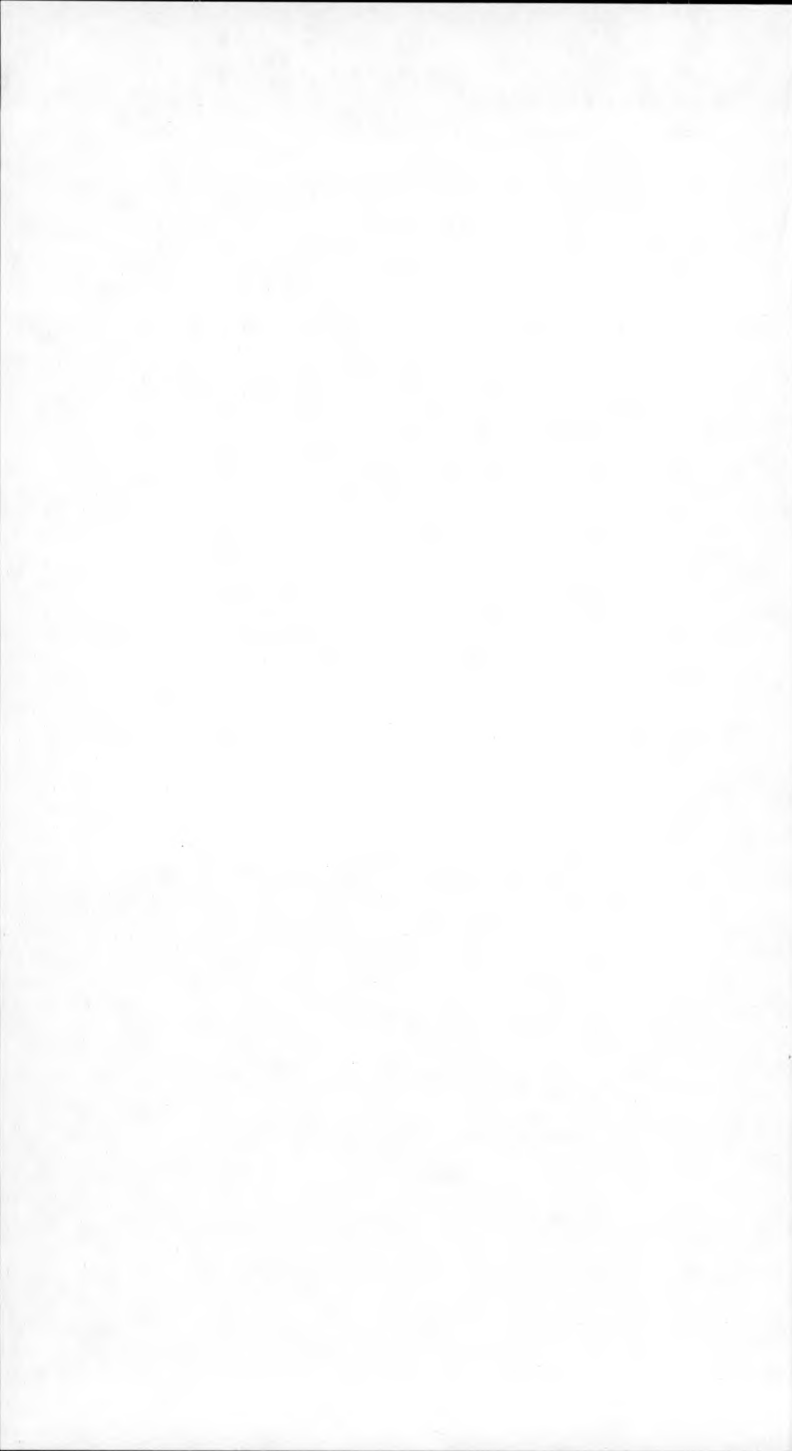
-2 The University and the Union recognize the moral principles involved in the area of civil rights, fair employment practices and affirmative action, and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age, marital status, handicap, sexual preference, political affiliation, or national origin.

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AGREEMENT

-3 This Agreement, entered into this 12 day of September 1985 between the Board of Trustees of Michigan State University, (hereinafter referred to as the "EMPLOYER"), and AFSCME Local Union No. 1585, AFL-CIO, hereinafter referred to as the "UNION").

ARTICLE 1

PURPOSE AND INTENT

-4 The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees and the Union.

-5 The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

-6 The Employer and the Union will encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

-7 Accordingly, the officials representing the Employer and the Union will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above. Such meeting shall not be for the purpose of settling grievances nor for conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

ARTICLE 2

RIGHTS OF THE EMPLOYER

-8 The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limitation, the determination of policies,

operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the University.

ARTICLE 3

AID TO OTHER UNIONS

-9 The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 4

RECOGNITION

A. Employees Covered

-10 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer including part-time employees, in the following seniority units, excluding executive, administrative, academic, students, supervisory, professional, technical, clerical personnel, and those employees in other recognized bargaining units.

B. Seniority Units

-11 The seniority units shall be:

Agriculture and Natural Resources, College of
Campus Park and Planning, Division of
*Clinical Center
Housing & Food Services, Division of
Human Ecology, College of
Human Medicine, College of
Instructional Media Center and Office of
Special Programs
Intercollegiate Athletics, Department of
Laboratory Animal Care Service
Natural Science, College of
Osteopathic Medicine, College of
Physical Plant, Division of
Public Safety, Department of

University Health Center
University Services and
Continuing Education, Divisions of
Veterinary Medicine, College of

*This Unit shall be a separate seniority unit and shall be represented by the Chief Steward (or in his/her absence by the Local President).

ARTICLE 5

UNION SECURITY - REQUIREMENTS OF UNION MEMBERSHIP

-12 To the extent allowed by the laws of the State of Michigan, it is agreed that:

a. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the union for the duration of this Agreement.

b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the first (1st) day after the thirtieth (30th) day following such effective date, or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement on or before the first (1st) day after the thirtieth (30th) day following the beginning of their employment in the unit or pay to the Union a sum equivalent to the initiation fee and membership dues as a charge for representation services.

d. An employee who shall tender an initiation fee (if not already a member) and the periodic dues, or a sum equivalent to the initiation fee and periodic dues, uniformly required of all employees in the seniority units that are represented by the Union, shall be deemed to meet the conditions of this section.

e. Employees of the seniority units that are represented by the Union shall be deemed to be in

compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.

f. The Employer shall be notified in writing, by the Union, of any employees in the seniority units that are represented by the Union who are sixty (60) days in arrears in payments of membership dues, or the sum equivalent.

g. The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits, or any other action arising from this Article, or from complying with any request for termination under this Article.

ARTICLE 6

UNION DUES, INITIATION FEES AND SERVICE CHARGES

A. Payment by Checkoff or Direct to Union

-13 The Employer will check off initiation fees and biweekly dues, or service charges, on the basis of individually signed voluntary checkoff authorization cards in forms that have been furnished by the Union. (The Union will request a Special Conference over its intent to change the content of the authorization cards.) Employees may tender the initiation fee uniformly required as a condition of acquiring membership in the Union and biweekly membership dues, or service charges, by signing the proper authorization. The Employer will present employees with checkoff authorization cards at the time of initial employment within the bargaining unit. If the employee chooses not to authorize payroll deduction at the time the card is presented, the Employer will notify the Union and identify the employee and department where he/she is employed.

B. Employer Responsibility for Deductions

-14 The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges or any other assessments that are not in accordance with the Union Security Clause of the Agreement.

C. Delivery of Executed Authorization for Checkoff

-15 A properly executed copy of the form authorizing checkoff by an employee for whom initiation fees

and biweekly membership dues, or service charges, are to be deducted in accordance with the Union Security Clause of the Agreement shall be mailed at the Union expense to the Union before any payroll deductions are made. Deductions shall be made thereafter only under a properly executed authorization for checkoff which is in effect. Any authorization for checkoff form which is incomplete or in error will be returned to the Union by the Employer.

D. When Deductions Begin

-16 Deductions under all properly executed authorizations for checkoff shall become effective at the time such authorizations are tendered to the Employer and shall be deducted from the first (1st) pay of the month and each month thereafter.

E. Refunds

-17 In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or By-Laws, refunds to the employee will be made by the Union.

F. Remittance of Deductions to Secretary-Treasurer

-18 Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer as soon as possible after the first pay of that month. The Employer shall furnish the designated financial officer, monthly, with a list of those for whom the Union has submitted signed forms authorizing checkoff, but for whom no deductions have been made. The Union will notify the Office of Employee Relations, in writing, regarding changes in designated Secretary-Treasurer and financial officer.

G. Termination of Checkoff

-19 An employee shall cease to be subject to checkoff deductions beginning with the month immediately following the month in which he/she signs a dues termination card at the Union office. The designated Secretary-Treasurer will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

H. Disputes Concerning Checkoff

-20 Any disputes between the Union and the Employer which may arise as to whether or not an employee

properly executed or properly revoked an authorization for checkoff, shall be reviewed with the employee by a representative of the local Union and the designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to Step III of the Grievance Procedure. Until the matter is disposed of, no further deductions shall be made.

I. Limit of Employer's Liability

-21 The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

J. List of Members Paying Dues or Service Charges Directly

-22 The Union will furnish the Employer, within fifteen (15) days after the effective date of this Agreement, the names of all members paying dues or service charges directly to the Union. Thereafter the Union will furnish the Employer a monthly list of any changes.

K. Disputes Concerning Membership

-23 Any dispute arising as to an employee's membership or service charge shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, may be submitted to Step III of the Grievance Procedure. However, the employee may be retained at work while the dispute is being resolved.

-24 The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article, or in reliance on any list, notice, certification or authorization furnished under this Article.

ARTICLE 7

REPRESENTATION DISTRICTS

-25 The representation districts and the number of Stewards in each district shall be as follows:

	<u>District Steward</u>	<u>Alternate Steward</u>
Agriculture and Natural Resources, College of		
North	1	1
South	1	2
Akers Hall	1	1
Automotive Services	1	1
Brody Hall		
First Shift	1	1
Second Shift	1	1
Third Shift	1	1
Case Hall	1	1
Crossroads	1	1
Custodial Services		
First Shift	1	1
Second Shift	1	1
Third Shift	1	1
Fee Hall	1	1
Food Processing	1	1
Food Stores	1	1
General Stores	1	1
(Including Campus Mail)		
Grounds Maintenance	1	1
Holden Hall	1	1
Holmes Hall	1	1
Hubbard Hall	1	1
Human Ecology	1	1
Human Medicine	1	1
Instructional Media Center*	1	1
(Including Office of Special Programs)		
Intercollegiate Athletics, Department of	1	1
Kellogg Center	1	1
Laboratory Animal Care Service	1	1
Laundry	1	1
(Including Upholstery and Drapery Shop, Residence Halls, Maintenance Shops, Residence Hall Construction Shop)		
Mason-Abbott Hall	1	1
McDonel Hall	1	1
Natural Science, College of	1	1
Owen Graduate Hall	1	1
(Including Eppley Center)		
Printing	1	1
(Including Continuing Education)		
Public Safety, Department of	1	1
Shaw Hall	1	1

	<u>District Steward</u>	<u>Alternate Steward</u>
Snyder-Phillips Hall	1	1
Telephone Office	1	2
Tool Room	1	
Union Building	1	1
University Apartments	1	1
University Health Center	1	1
Veterinary Medicine, College of	1	1
West Circle Complex	1	4
Wilson Hall	1	1
Wonders Hall	1	1

*The areas in parenthesis shall be considered as separate districts for Overtime Equalization, Article 43.

-26 The number of Stewards may be increased or decreased and the units may be redistricted by mutual written agreement of the Employer and the Union. When more than one Alternate Steward is indicated in a district, the Union shall notify the Employer of the Alternate Steward's jurisdiction.

-27 It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for implementing this section of the Agreement.

-28 Problems arising under this Article may be resolved by the submission of a grievance at Step III of the grievance procedure.

ARTICLE 8

STEWARDS AND ALTERNATE STEWARDS

-29 In each district, employees in the district shall be represented by one District Steward or during his/her absence an Alternate Steward, who shall be a regular employee and working in the district. The District Steward or Alternate Steward shall be notified of scheduled overtime periods. During scheduled overtime periods for more than one employee in his/her district the District Steward or Alternate Steward shall be scheduled to work as long as there is work scheduled in their district that they can perform and shall be so notified and scheduled.

-30 The District Stewards or Alternate Stewards during their working hours, without loss of time or pay, shall, in their own district, in accordance with the terms of this section, investigate and present grievances to the Employer, upon having received permission from their Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the District Stewards or Alternate Stewards to leave their work for these purposes subject to necessary emergency exceptions. The privilege of District Stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances or posting bulletins in their districts and will not be abused; and District Stewards or Alternate Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances or posting bulletins in their district as provided herein. Between 5:00 p.m. and 7:00 a.m. two (2) District Stewards (or two (2) Alternate Stewards) may be excused with pay to attend a regularly scheduled steward meeting. Any alleged abuse by either party will be a proper subject for a Special Conference. An executive board member who is also a District Steward or Alternate Steward may be excused for one (1) Stewards' and one (1) executive board or special executive board meeting per month not to exceed two (2) hours per meeting per month.

-31 Notwithstanding their position on the seniority list, a Steward shall in the event of a layoff of any type within his/her district be continued at work as long as there is work in their district which he/she can perform and shall be recalled to work in the event of a layoff to the first vacancy in their district which they can perform.

-32 The Union will furnish the Office of Employee Relations with the names of its authorized representatives and such changes as may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing. The Employer will, in return, through the Office of Employee Relations keep the Union advised as to its representatives.

ARTICLE 9

UNION BULLETIN BOARDS

-33 The Employer will provide enclosed bulletin boards that may be locked in each district which may

be used by the Union for posting notices of the following types:

- a. Notices of Union recreational and social events.
- b. Notices of Union elections.
- c. Notices of results of Union elections.
- d. Notices of Union meetings.
- e. Notices of job openings covered by this contract.

-34 The Union shall have the exclusive right to the use of its assigned bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Union Bulletin Boards, the President of the Local Union will be advised by the Office of Employee Relations of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

ARTICLE 10

SENIORITY

A. Probationary Employees

-35 New full-time employees, not currently employed at the University, shall be considered as probationary employees for their first 1040 hours of work. Part-time employees shall be considered probationary for their first 520 hours of work. When an employee finishes the probationary period, the employee shall be entered on the seniority list of the unit or occupational group whichever is in effect and shall rank for seniority from the date the probationary period began. There shall be no seniority among probationary employees.

-36 The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged or disciplined employees for other than Union activity.

B. Temporary Employees

-37 Appointments - There shall be no seniority or

rights of recall for persons who are employed for specific temporary jobs lasting nine (9) months or less. At the time of employment, the temporary employee and the Union will be advised as to a date certain for termination. A temporary appointment shall not be extended beyond (9) months. After completion of the probationary period, the temporary employee may not be discharged prior to the date certain for termination except for just cause. The temporary employee may not be transferred to a regular job until after compliance with the posting provisions of Article 36.

-38 Bidding on Vacancies - Provided he/she has completed a probationary period in his/her original seniority unit within the past 12 months a temporary employee may bid on posted vacancies within that seniority unit under the following conditions, whichever comes first:

- a. Two (2) weeks prior to the end of his/her term of temporary employment.
- b. Upon completion of six (6) months of continuous employment.
- c. For thirty (30) calendar days after completion of the employee's term of temporary employment.

For bidding purposes only, his/her seniority will be recognized for time actually worked after regular full-time employees in the seniority unit and in the bargaining unit have had an opportunity to bid and transfer in accordance with the requirements of Article 36.

-39 Benefits - Upon completion of six (6) months of employment, temporary employees will become eligible for vacation on a proportional basis. Temporary employees shall be granted sick leave and holiday pay, on a proportional basis, from their date of hire.

C. Part-time Employees

-40 Employees regularly scheduled to work twenty (20) hours per week but less than twenty-six (26) hours per week shall be considered half-time (1/2) time employees; those regularly scheduled to work more than twenty-six (26) hours per week but less than thirty-six (36) hours per week shall be considered three-quarter (3/4) time employees and those regularly scheduled to work thirty-six (36) hours per week to forty (40) hours per week shall be considered full-time employees.

-41 Benefits - The following benefits shall be extended to part-time employees on a proportional basis: Vacation time, holidays, personal leave, sick leave, longevity and retirement.

-42 Seniority - Part-time employees shall retain seniority on the same basis as full-time employees. This seniority shall be exercised during period of layoffs, recall, and for filling of vacancies.

-43 Part-time employees shall be eligible for health plan coverage and shall receive an Employer contribution after they have attained three (3) years of continuous service.

-44 Funeral Leave shall be granted to part-time employees on the same basis as full-time employees.

ARTICLE 11

SENIORITY LISTS

-45 Seniority shall not be affected by the race, creed, color, sex, age, marital status, handicap, sexual preference, political affiliation, or national origin of the employee.

-46 The seniority lists on the date of this Agreement shall show the names of all employees of the unit entitled to a ranking for seniority, in addition to such other information as may be required by Paragraph 49 of this Agreement. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

-47 The Employer will keep the seniority lists up to date at all times, and whenever a Steward shall raise a question of seniority, shall make the seniority list available for his/her inspection.

-48 Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the Employer shall give to the Union two (2) copies of the names of all Union members covered by the Agreement together with their addresses as they then appear on the records of the Employer.

-49 The Employer agrees to give to the Union updated seniority lists five (5) copies, two (2) listed by classification, and three (3) alphabetical every three

(3) months. The lists shall include name classification, date of seniority, rate of pay, division in which they work, and department. Said lists will be given to the Union in January, April, July, and October.

ARTICLE 12

LOSS OF SENIORITY

A. General

-50 An employee shall lose his/her status as an employee and his/her seniority if:

a. He/She resigns or quits other than in Paragraphs 52 and 53.

b. He/She is discharged or terminated (unless reversed through the grievance or arbitration procedures).

c. He/She retires.

d. He/She does not return to work from lay-off within fourteen (14) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his/her last address filed with the Personnel Office. An employee who changes their address must notify the Employer of the change.

e. He/She has been on layoff for a period of time equal to their unit seniority at the time of their layoff or two (2) years, whichever is lesser.

f. He/She is absent from work including the failure to return to work at the expiration of a vacation, or disciplinary layoff, for three (3) consecutive working days or a leave of absence for five (5) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

-51 A grievance involving compliance with this section shall begin at Step III of the grievance procedure, and may be processed through the grievance and arbitration procedures.

B. Return Rights to the Union

-52 An employee returning to the Union within twelve (12) months of his/her termination from University

employment shall receive credit for University seniority earned prior to the date of termination, after successful completion of a trial period of 240 hours of work, for calculation of vacation, longevity, and retirement benefits.

-53 The provisions of this article shall only apply to employees returning to the Union after the effective date of this Agreement.

ARTICLE 13

SENIORITY OF OFFICERS

-54 Notwithstanding their position on the seniority list, the President, Vice-President, Secretary-Treasurer Recording Secretary and Chief Steward of the local Union shall, in the event of layoff, be continued to work at all times when one or more districts or divisions or fractions thereof are at work, provided they can perform any of the work available.

ARTICLE 14

GRIEVANCE PROCEDURE - GENERAL CONDITIONS

-55 The following time limits shall apply to Steps of the Grievance Procedure unless extended by mutual agreement.

-56 The grievance must be presented in writing by the District Steward to the District Supervisor of a unit or division within fifteen (15) working days after its alleged occurrence in order to be a proper matter for the Grievance Procedure.

A. Time of Meetings

-57 A meeting to discuss the grievance will be scheduled between the Union and the District Supervisor, the Administrative Head of a unit, division or college or the Employer's representative within seven (7) working days of receipt of the written grievance or appeal.

B. Time of Answers

-58 A written answer will be given to the Union by the District Supervisor and the Administrative Head within seven (7) working days from the date of the meeting at which the grievance was discussed. The

Employer's representative will have ten (10) working days after the third step meeting to submit a written answer to the Union.

C. Time of Appeal

-59 Any grievance not appealed from an answer at Step I or II of the Grievance Procedure within seven (7) working days from receipt of said answer shall be considered settled on the basis of the last answer and not subject to further review.

D. Nonconformance

-60 If the Employer fails to schedule a meeting or to reply in writing within the prescribed time limits, the grievance may be appealed to the next higher step of the Grievance Procedure within seven (7) working days after the expiration of the applicable time limits. Nonconformance will in no way reduce or modify in any way the Employer's good faith effort to meet and/or answer any step of the grievance procedure.

ARTICLE 15

PRESENTING A GRIEVANCE

-61 Any employee having a problem in connection with his/her employment shall present it to the Employer as follows:

A. Immediate Supervisor

-62 If an employee feels he/she has a problem, they may discuss it with their Immediate Supervisor or with their District Steward who may then discuss it with the employee's Immediate Supervisor.

B. Step I

-63 If the problem is not resolved, the District Steward may reduce the problem to writing and submit the grievance to the District Supervisor. A grievance shall be defined as a written dispute concerning the interpretation, application, and alleged violation of any of the provisions of this Agreement. The grievance shall be dated and signed by the aggrieved employee and his/her District Steward. The grievance shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the District Supervisor or his/her designee receives the written

grievance. At the time it is received, the grievance shall be dated and signed and a copy (if requested) returned to the District Steward. A meeting will be arranged between the District Steward and the District Supervisor to discuss the grievance. The District Supervisor will then answer the grievance in writing.

-64 The Chief Steward may be present at any step or steps of the Grievance Procedure as well as an additional representative of the Employer, and if the Employer or the Union request that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion, they will be required to do so.

-65 A written grievance involving a complaint of an individual employee must be signed by the grievant. The Chief Steward may sign and file at Step II a grievance which involves more than one District Steward within the same administrative unit. He/She may also sign and file at Step III a grievance which involves more than one administrative unit. The Chief Steward may file a grievance involving more than one (1) employee within an administrative unit at Step II.

C. Step II

-66 If the grievance is not resolved, the District Steward may refer the grievance to the Chief Steward who may submit the appeal in writing to the Administrative Head of the unit or division or his/her designee indicating the reasons why the written answer of the District Supervisor was unsatisfactory. A meeting will be scheduled between the Chief Steward, District Steward, and the representatives designated by the Administrative Head to discuss the grievance. The Administrative Head, or his/her designee will then answer the grievance in writing.

D. Step III

-67 If the Administrative Head's written answer is not satisfactory, the grievance may be referred to the Union President who may submit his/her appeal to the Office of Employee Relations indicating the reasons why the written answer of the Administrative Head was unsatisfactory. A meeting between no more than three (3) representatives of the Union and three (3) representatives designated by the Director of Employee Relations will be held to discuss the grievance within twenty (20) working days from the date the grievance is received by the Office of Employee Relations. After the Step III meeting the Employer's representative will submit a written answer to the Union.

-68 The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the hearing.

E. Step IV

-69 If the Office of Employee Relation's answer is not satisfactory, settlement may be determined by decision of an Arbitrator selected by the parties. The Union President within forty-five (45) calendar days of the Step III answer will notify the Office of Employee Relations in writing that the Union wishes to appeal the grievance to arbitration.

-70 In the event the parties cannot agree upon a Arbitrator within ten (10) working days of the date of the appeal, the Union shall, within fifteen (15) working days after failing to mutually agree on an Arbitrator file a Demand for Arbitration with the American Arbitration Association who shall select an Arbitrator and the Arbitrator shall establish a mutually acceptable hearing date.

-71 In the event the Union fails to appeal the grievance to arbitration within the specified time limit or fails to file the Demand for Arbitration within the specified time limit, the grievance shall be considered settled based upon the Step III answer given by the Office of Employee Relations. The fees and approved expenses of the Arbitrator will be paid by the parties equally. The rules of the American Arbitration Association shall apply to all arbitration hearings.

-72 Grievances, within the meaning of the grievance procedure and of this arbitration clause, shall consist only of disputes about the interpretation or application of the clauses of this Agreement and about alleged violations of this Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

-73 Finality of Decisions - There shall be no appeal from the Arbitrator's decision. Each such decision shall be final and binding upon the Union and its members, the employee or employees involved, and the Employer. The Union will discourage any attempt of its members and will not encourage or cooperate with any of

its members in any appeal to any Court or Labor Board of a decision of the Arbitrator so long as the Arbitrator has not exceeded his/her contractual or legal authority. The Employer shall not appeal the decision of the Arbitrator to any Court or Labor Board so long as the Arbitrator has not exceeded his/her contractual or legal authority.

ARTICLE 16

COMPUTATION OF BACK WAGES

-74 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

ARTICLE 17

REPRIMAND, SUSPENSION OR DISCHARGE

-75 At the time a written reprimand, suspension or discharge is received, an employee may, and is encouraged, to request the presence of the District Steward Alternate Steward or designated Union representative.

A. Notice of Reprimand, Suspension or Discharge

-76 In the event an employee is disciplined by written reprimand or written suspension or discharged by written notification, a copy of the discipline shall be given to the employee, a copy to the District Steward or Alternate Steward and a copy mailed to the local Union office at the time it is given to the employee. Such notice shall be specific and outline the reasons for the disciplinary action.

B. Appeal of Reprimand, Suspension or Discharge

-77 Should the reprimanded, suspended or discharged employee or the Union consider the discipline to be excessive and without just cause, the Chief Steward or his/her designated representative shall, within seven (7) regularly scheduled working days after the Union office receives the written notification of the discipline, submit it as a grievance. A grievance over a written letter of reprimand or suspension shall be submitted by the Chief Steward at Step II of the grievance procedure. A grievance over a discharge shall be submitted by the Chief Steward at Step III. Failure to submit a written grievance within the time limits shall constitute a waiver of all claims concerning such disciplinary action or discharge.

C. Use of Past Record

-78 In imposing any reprimand, suspension or discharge on a current charge, the Employer will not take into account any prior infractions of which the Employer had knowledge that occurred more than two (2) years previously. No derogatory inference will result and/or the material relating to disciplinary action be held against an employee in relation to his/her employment because of the need to retain records beyond the two (2) year period. Upon written request from a Local 1585 Bargaining unit employee, the records section will purge the employee's file of disciplinary actions over two (2) years old if there have been no intervening disciplinary actions. At that time, also, the records unit will instruct the originating department to purge its personnel file of the same material.

ARTICLE 18

SPECIAL CONFERENCES

-79 Special Conferences for important matters will be arranged between the local President and the Employer or its designated representative upon request of either party. Such meeting shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conference shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for time spent during their regularly scheduled work hours in such Special Conferences.

ARTICLE 19

MEDICAL DISPUTE

-80 In the event of a dispute involving any employee's physical ability to perform their job at the University, when the employee is not satisfied with the determination of the University's physician, they may submit a report from a medical doctor of their own choosing and at their own expense. If the dispute still exists, at the request of the Union or the Employer, the University's physician and the employee's physician shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on

both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee. The prevailing determination will be effective at a date mutually agreed to by the Union and the University.

ARTICLE 20

TEMPORARY LAYOFFS

-81 Due to vacation periods and conditions beyond the Employer's control, adjustments of the work force can be made without application of the layoff procedure of the Agreement. If such temporary adjustment continues for more than ten (10) working days, the Union can request the Employer to adjust the working force according to the layoff provision of the Agreement and the Employer will do so within five (5) working days thereafter.

ARTICLE 21

LAYOFFS

-82 When there is a decrease in the work force, temporary and probationary employees will be laid off on a seniority unit wide basis provided the seniority employees can do the available work.

-83 Seniority employees will be laid off according to bargaining unit seniority within a seniority unit, affected by a layoff, provided the greater seniority employees are able to perform the available work. However, the employer shall not be required to promote an employee at the time of layoff unless the employee has previously performed the higher rated job and is able to perform the work. Seniority employees laid off within a seniority unit shall be allowed to displace, by grade level, the least senior employees not affected by the layoff if they are able to perform the work. By grade level shall mean the to be laid off employee(s) shall first displace the least seniority like classified employee(s) in another seniority unit. If the to be laid off employee(s) is unable to perform the work and/or there is no least seniority like classified employee(s) with less seniority in another seniority unit, the to be laid off employee(s) may displace the least seniority employee(s) within the same pay grade level. If the to be laid off employee(s) is unable to perform the work and/or there is no least seniority employee(s) with less seniority within

the same pay grade level, the to be laid off employee(s) may displace the least seniority employee(s) in the next immediately lower pay grade level and so on until the to be laid off employee(s) is able to displace another employee(s) or accept the layoff.

-84 Disposition of these cases may be initiated at Step II or Step III of the grievance procedure.

-85 Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff. The Union President and District Steward will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 22

RECALL PROCEDURE

-86 When the working force is increased after a layoff, employees will be recalled according to seniority, provided the greater seniority employees are able to perform the available work.

-87 Seniority of an employee who is reemployed from a seniority list in the same seniority unit that he/she was laid off from shall be restored to his/her status as of the date he/she left the service of the Employer.

-88 Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within fourteen (14) calendar days from the date of mailing of notice of recall, it shall be considered a voluntary termination.

-89 Employees who are recalled to work from a layoff must successfully pass a physical examination to be taken at the Health Center before they return to work.

ARTICLE 23

WORK OPPORTUNITY FOR LAID OFF EMPLOYEES

-90 The Employer, so far as reasonably practicable, before hiring new employees in any seniority unit, shall give work opportunity to seniority employees who are currently on layoff providing the employees can perform the available work.

-91 Any employee who is recalled under Paragraph 90 will accrue seniority in the new unit effective as of the date of layoff. He/She shall retain seniority in his/her former unit until his/her seniority in the new unit equals the seniority he/she had in his/her former unit. At this time all of the seniority in his/her former unit shall be cancelled.

-92 Should there still be seniority employees on layoff the Employer will attempt before hiring new employees to place them in any work opportunity within the University (and not represented by the Union) providing they are capable of performing the available work. Paragraph 92 shall not be a grievable item.

-93 An employee recalled under Paragraph 92 shall continue to accrue University seniority. However, the employee's unit seniority will be frozen as of the date of reporting for recall.

ARTICLE 24

ABSENCES

-94 An employee is not expected to absent himself/herself from work for any reason other than personal illness without making prior arrangements before the start of their shift with his/her Supervisor. Unless such prior arrangements are made, an employee who, for any reason, fails to report for work must immediately notify his/her Supervisor of his/her reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Supervisor on a daily basis unless otherwise arranged with and specifically approved by the Supervisor. In proper cases, exceptions will be made.

ARTICLE 25

HOLIDAYS

-95 The paid holidays are designated as:

- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas (2 days)
- New Years (2 days)
- Memorial Day
- Independence Day

-96 Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, the time to be arranged with his/her Supervisor. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday.

-97 Employees who are required to work on any University designated holiday shall be paid at a rate of one and one-half (1 1/2) times their regular rate of pay plus holiday pay. An employee shall not receive more than 2 1/2 times their regular rate of pay for hours worked on a holiday. Employees shall be scheduled to work on a designated holiday in accordance with Article 43 (Equalization of Overtime).

-98 An employee who is on vacation or sickness and disability leave with pay when a holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.

-99 There will be no holiday pay when:

a. A holiday falls during a vacation period preceding termination (except when an employee is retiring).

b. The employee is on a leave of absence without pay, on layoff, or on Regular Worker's Compensation, however, if an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work, they will receive the same holiday pay given to the rest of the employees.

c. An employee is absent on an unpaid leave the day before or the day after the holiday(s) unless his/her absence is excused.

ARTICLE 26

VACATIONS

A. General Vacation Eligibility

-100 The following schedule shows the monthly vacation accruals for all full-time employees except those described in Paragraph 102. For part-time employees see Paragraph 41. Vacation time is credited at the end of each month. The conversion to this system shall occur no later than 7/1/78.

<u>Service Months</u>	<u>Accrual</u>	<u>Annual Accrual</u>	<u>Special* Maximum Accrual</u>
Completion of 6 months	48 hours		
7th month through 60th month	8 hours per month	96 hours	128 hours
61st month through 120th month	12 hours per month	144 hours	196 hours
121st month	15 hours per month	180 hours	240 hours

*Additional time cannot exceed the special maximum amount shown.

-101 A regular employee in the Housing and Food Services who works only during the school year (normally from September through June) is allowed twelve (12) days vacation for each school year worked. After sixty (60) months of service on a regular basis, an employee is entitled to eighteen (18) days vacation each year and after one hundred twenty (120) months is entitled to twenty-two and one-half (22.5) days vacation each year. Years of service must be consecutive and an employee will be given credit only for time actually worked in meeting the requirements of the progressive vacation plan.

B. Physical Plant Vacation Eligibility

-102 Employees in the Physical Plant Department shall accrue vacation according to the following schedule and shall continue the existing usage practice.

<u>Service Months</u>	<u>Vacation Allowance</u>
Completion of 6 months	6 working days
7th month through 60th month	6 working days each 6 months
61st month through 120th month	8 1/2 working days each 6 months
121st month maximum accrual	11 working days each 6 months

C. Method of Scheduling Vacation Days

-103 The Employer is responsible for keeping the records of each employee's vacation account up to date. Upon request and within a reasonable period of time, the employee shall be informed of the number of vacation credits remaining in their account.

-104 An employee may use his/her accumulated vacation leave in full hour increments at any time during the calendar year with permission of the supervisor(s) as long as it conforms with the requirements of his/her individual department. Except for requests originating from a pre-vacation scheduling program, approval or refusal of vacation requests must be returned to the employee within seven (7) working days or less.

-105 Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off.

D. Other Provisions

-106 There shall be no vacation accrual:

- a. During an approved leave of absence without pay.
- b. While on Regular Worker's Compensation.
- c. During an extended military leave of absence (credit for service months is granted).
- d. During a vacation period preceding termination.
- e. Beyond the "Special Maximum Accrual."
- f. While on layoff.

-107 Employees will receive their base rates of pay during vacation.

-108 In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his/her choice of vacation time.

-109 If any of the holidays stipulated in the Agreement should occur during an employee's scheduled vacation, the employee shall receive one (1) additional vacation day for each holiday.

-110 If an employee retires or terminates for any reason, he/she shall be paid for any accrued vacation credits.

ARTICLE 27

PERSONAL LEAVE HOURS

-111 Personal leave with pay is granted to regular employees with the approval of their supervisors for attending to personal matters. Leave is given during each fiscal year in accordance with the following schedule:

<u>Employed</u>	<u>Hours</u>
7/1 - 12/31	24
1/1 - 3/31	12
4/1 - 5/31	6
6/1 - 6/30	0

-112 An employee terminating prior to January 1 shall only be eligible for one-half of the annual personal leave accrual, to be adjusted on the employee's final payroll check.

-113 No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

-114 Supervisory approval should be sought a minimum of one (1) working day prior to the desired time off. It is understood that the use of personal leave is of a private nature.

-115 The personal leave days or fractions thereof, credited to each full-time, regular employee shall be utilized and charged to him/her in increments of not less than one (1) full hour.

ARTICLE 28

SICK LEAVE

-116 Every regular full-time employee shall accumulate and be credited with 104 hours of paid sick leave per year, to be credited at the rate of four (4) hours for each completed biweekly payroll period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1200 hours.

-117 Sick leave shall be available for use by employees for the following purposes:

a. Acute personal illness or incapacity over which the employee has no reasonable control.

b. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

c. Medical and dental care or treatment to the extent of time required to complete such appointment when it is not possible to arrange such appointments for non-duty hours.

d. Illness or disability associated with pregnancy when a physician indicates that the employee is unable to perform all of the duties of her job.

e. Not to exceed twenty-four (24) hours sick leave credit per year for absence from work because of illness in the immediate family. Defined as: spouse, children, parents and anyone living within the household of the employee.

-118 All employees shall accumulate sick leave from the date they are hired.

-119 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Worker's Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Worker's Compensation Act, provided he/she follows the instructions of the University Health Director, and provided he/she returns to work not later than the time recommended by the University Health Director. In the event of dispute, the Medical Dispute clause of this Agreement shall apply as regards the settlement of such dispute. Following the first seven (7) days, such seniority employee shall be paid the difference between the employee's regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted.

-120 Employees who have exhausted their sick leave credits, but are still unable to return to work, may as an option, continue to receive their pay against any unused vacation credits.

-121 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

-122 Employees who leave to enter the Armed Forces of the United States under the provisions of a selective service act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

-123 An employee using sick leave during a period that includes a scheduled holiday will be paid his/her base rate of pay for the holiday. He/She cannot be paid for both on the same day, nor will they be charged for a day of sick leave.

-124 An employee who transfers from one unit to another shall transfer with them any unused sick leave time.

-125 Employees who regularly work at least twenty (20) hours per week on a continuous basis shall accrue sick leave time proportionate to the hours worked as per Paragraph 40.

-126 Each District Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning the employee's disability before approving the payment of sick leave. The supervisor may, with reference to the needs of his/her district, require prompt notification from his/her employees of the necessity for taking sick leave. Prior notification should be provided by the employee before the beginning of their shift so the supervisor can make arrangements for the work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their supervisor in accordance with the Absence Clause of the Agreement (Article 24).

-127 All payment for sick leave shall be made at the employee's base rate of pay.

-128 Accrued sick leave credits shall be used prior to receiving unpaid leave for illness or disability.

ARTICLE 29

FUNERAL LEAVE

-129 If a death occurs among members of an employee's immediate family, the employee upon notification to the

supervisor will be excused from work for three (3) consecutive work days without loss of pay to attend the funeral and make other necessary arrangements.

-130 Definition of Employee's Immediate Family: The employee's immediate family shall be interpreted as including: spouse, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, grandchild, step-parents, half brother and half sister.

-131 In the case of death of the employee's or spouse's uncle, aunt, nephew or niece, the employee will be excused from work without loss of pay for one (1) day, the day of the funeral, to attend the funeral. For the purpose of this article "aunt" shall include the uncle's wife, and "uncle" shall include the aunt's husband.

-132 Permission may be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, without loss of pay, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

ARTICLE 30

JURY DUTY

-133 A regular employee who serves on jury duty or is required to testify pursuant to a court-issued subpoena, if the subpoena does not require the employee to testify against the University, will be paid the difference between jury duty or witness fees and the base pay. An employee is expected to report for regular University duty when temporarily excused from attendance at court. When requested, an employee on jury duty will be assigned to the first shift. An employee shall notify their supervisor of jury and/or subpoena dates as soon as they are known.

ARTICLE 31

UNION RELEASE TIME

A. President and Chief Steward

-134 It is agreed that the Employer will allow the President and the Chief Steward of Local 1585 100%

paid release time to carry out the duties of their respective offices. It is understood that they will confine their activities to the campus and the East Lansing Union Office.

-135 The Union President and Chief Steward will be compensated at the base rate of pay they were receiving at the time of their election or selection.

-136 The Union President and Chief Steward shall not be eligible for overtime in their former units.

-137 The Union President and Chief Steward shall be eligible to bid on posted vacancies. If selected to fill a vacancy, the employee will state whether they expect to fill the vacancy permanently or return to his/her Union Office upon completion of the trial period. When the trial period is completed, the employee shall either remain in the new position or return to his/her Union office receiving the base pay of the new classification.

-138 When either the Union President or the Chief Steward relinquishes their office, they shall have return rights to the same classification and rate of pay in their former unit unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

-139 While the President and Chief Steward are in office, seniority shall continue to accrue.

B. Executive Board Members

-140 Between 5 p.m. and 7 a.m. two (2) executive board members may be released with pay to attend a regularly scheduled or special executive board meeting not to exceed two (2) hours per month.

C. Union Education

-141 Release time with pay will be granted to those employees who are elected or selected by the Union to attend education classes conducted by the Union or official Union business. The number will not exceed ten (10) employees at any one time and the total number of hours will not exceed two hundred (200) hours in any one (1) calendar year. The Union agrees to give the Office of Employee Relations as much advance notice as possible concerning such requests for release time.

D. Union Business

-142 Members of the Union elected to local Union positions or selected by the Union to do work which

takes them from their employment with the Employer shall at the written request of the Union receive a temporary leave of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter.

-143 If the member's position or work for which these leaves were granted is terminated for any reason, the Union shall within ten (10) calendar days notify the Employer in writing of the termination date. The member shall within the same ten (10) calendar day period advise the Employer in writing of his/her intent to return to the University and shall return to work within thirty (30) calendar days of the termination date or forfeit all rights of employment with the Employer.

ARTICLE 32

UNPAID LEAVES

-144 The following unpaid leaves may be granted for cases of exceptional need upon the request of employees who have acquired seniority under this Agreement.

A. Excused Absences

-145 Excused absences may be granted by the immediate supervisor but shall not exceed ten (10) consecutive days unless approved as a leave of absence. Normally excused absences will not exceed ten (10) working days in each fiscal year.

-146 Excused absences will not require the use of accrued paid time (i.e., personal leave or vacation), except for failures to report to work due to inclement weather or transportation problems.

-147 Employees on excused absence will continue to accrue all benefits.

B. Personal Leaves

-148 Personal leaves of absence may be arranged with the immediate supervisor for up to three (3) months. Such leaves may be extended in additional three (3) month periods but may not exceed one (1) year.

-149 Personal leave may be used for such reasons as the settlement of an estate, serious illness of a member of the employee's family, child care, and an extended trip. Personal leaves shall not be used for the purpose of obtaining employment elsewhere.

-150 Personal leaves may also be granted for educational purposes to an employee with five (5) or more years of continuous service. An employee returning from a leave of absence for educational purposes will not have return rights to their former position, but will have bidding rights to posted vacancies. Educational courses taken during a leave of absence are not reimbursable under Article 50.

-151 If an employee wishes to take an extended leave of absence (to exceed ten (10) days) for reasons other than medical, this leave may be granted without the mandatory use of vacation time and/or personal leave.

C. Leave of Absence for Illness or Disability

-152 A leave of absence may be granted to an employee suffering an extended illness or disability who is unable to return to work and has exhausted all sick leave accrual.

-153 Leave of this kind may be extended to a maximum of two (2) years.

-154 Employees must present a physician's transcript concerning their illness or disability at the time the employee reports for the required physical examination prior to returning to active employment.

ARTICLE 33

MILITARY LEAVE

A. Extended Service

-155 Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through a selective service system or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States.

B. Short Tours of Duty

-156 Regular employees who belong to the National Guard, United States Reserve Corps, or other Federal or State military organizations, will be allowed the normal fifteen (15) calendar days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be

allowed ten (10) additional calendar days leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and base pay, if their military pay is less. If the employee takes military leave during his/her vacation, they will receive full pay.

ARTICLE 34

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

-157 Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

-158 An employee who fails to notify the Employer within thirty (30) calendar days of the expiration of a leave of absence in excess of one (1) year duration, will be given written notice within twenty-one (21) calendar days prior to the expiration of said leave.

ARTICLE 35

GENERAL CONDITIONS

A. Leave of Absence with Pay

-159 Leaves of absence with pay shall be granted for purposes as described in Articles 25 through 31.

-160 An employee shall accrue sick leave credits and vacation credits during a leave of absence with pay, and employee benefits shall continue for the duration of the leave.

-161 All requests for leaves of absence shall be made with the employee's immediate supervisor.

B. Leave of Absence without Pay (Including Layoff)

-162 Regular employees who have completed their probationary period are eligible for unpaid leaves of absence.

-163 All leaves of absence must be approved by the supervisor, administrative head of the unit, and the Office of Personnel Administration. They may be taken for the reasons as specified in Articles 32 through 34.

-164 During an unpaid leave of absence or layoff, an employee will not accrue vacation or sick leave nor be eligible for any payments for time off work provided by this Agreement. (Except excused absences.)

-165 Unless otherwise specifically provided for by this Agreement, seniority shall accumulate during leaves of absence or extensions, and layoffs.

-166 The employees must check with the Staff Benefits Office about maintaining the employee group benefits for which they are eligible or enrolled during leaves of absence subject to and consistent with these plans.

C. Return to Active Employment

-167 The Employer at its option and without cost to the employee may require that a physician or physicians of its choosing examine the employee before returning him/her to active employment.

-168 An employee returning from a leave of absence will be placed in their former classification and district unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so.

ARTICLE 36

FILLING OF VACANCIES

-169 The Employer will fill vacancies on a seniority basis first within a seniority unit where a vacancy occurs with employees who bid on posted vacancies and possess the minimum qualifications (as stated in the Classification Description) for the vacancy under consideration. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.

-170 If there are no qualified bidders or no bidders from within the seniority unit affected, the Employer will select the most senior applicant in Local 1585 who possesses the minimum qualifications of the classification. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.

-171 Vacancies will be posted for a period of five (5) working days in a conspicuous place in employees' work areas. All job postings will state the classification, rate of pay, location, shift, minimum qualifications, and starting time. A copy of the

Position Vacancy Notice will be provided to the Steward and the Union on the first day of the posting. Employees must apply for vacancies by submitting the employee request for consideration for nonacademic position vacancy to the office of Personnel Administration by the closing date specified on the position vacancy notice (minimum five (5) working days). A copy of the list of those employees who bid on the posting together with the individual selected shall be mailed to the Local 1585 office.

-172 Postings shall remain posted for five (5) working days before the vacancy is filled. Temporary transfers may be used, if necessary, during the posting period.

-173 Vacancies shall be filled within ninety (90) days of the posting or reposted.

-174 An employee shall be limited to applying for two vacancies per posting. If the employee is the most senior applicant on the initial interview list for both vacancies in his/her seniority unit he/she shall be notified of his/her seniority ranking by the seniority unit and must specify which vacancy he/she prefers. An employee who has bid on more than one vacancy and accepts one of them thereby relinquishes any claim to others for which the employee applied. In cases where employees with the same seniority date apply for a posted vacancy, they shall be chosen in alphabetical order to fill that vacancy.

-175 If it should become necessary in filling a vacancy to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Steward of the district.

-176 The employee who is selected shall be granted 520 hours of work trial period to determine:

- a. The employee's ability to perform the work.
- b. The employee's desire to remain on the job.

-177 During the first three weeks of the trial period the employee shall have the opportunity to revert to his/her former position. For the remainder of the trial period he/she may revert to his/her former classification. If the employee is unsatisfactory in the new position, reasons shall be given in writing by the Employer if requested by the employee. The matter then may become a proper subject for the grievance procedure.

-178 The employee who is promoted will receive the job rate of the new classification when they begin the trial period of the new position.

-179 An employee who has been notified they have been accepted to fill a posted vacancy shall assume the new position no later than 3 weeks from the effective date the vacancy is scheduled to be filled.

-180 An employee who bids on a vacancy that is posted under this section and is subsequently selected and placed in the vacancy shall remain assigned to the location, except for promotional or demotional opportunities, for nine (9) months before becoming eligible to bid on another posted vacancy. Such employees may bid on promotional or demotional vacancies after four (4) months.

-181 If an employee is temporarily assigned to a job with a higher maximum rate, and he/she is capable of doing the job, he/she shall receive an increase of fifteen (15) cents per hour, or the probationary rate, whichever is greater, but in no event shall they be paid more than the maximum rate of the job to which he/she is temporarily assigned. If the temporary assignment in a higher classification is for three (3) hours or more, the employee will receive the increase in pay for eight (8) hours. An employee who is assigned on a temporary basis to a job in a lower pay grade shall have his/her hourly pay rate maintained. This section shall not be used to circumvent the posting requirement as stated in this Article. However, if the employee is so assigned because of medical restriction, the rate of pay shall be that of the lower position. An employee so affected may be eligible for long term disability consideration in accordance with applicable provisions.

-182 The parties recognize the mutual commitment to and the Employer's program for Affirmative Action. To that end therefore, it may be necessary to fill vacancies for Affirmative Action purposes. The parties agree to cooperate to the extent possible for the achievement of this objective in the following manner.

A. Underutilization shall be mutually identified by the parties.

B. When a vacancy is posted that has been identified as underutilized, the group(s) for which it is underutilized shall be identified on the position posting.

- C. The University will be permitted to fill the vacancy with the most senior qualified individual from the identified group(s) possessing minimum qualifications from within the bargaining unit.
- D. In the event there is no qualified individual from the identified group(s) within the bargaining unit, the Employer shall be permitted to fill the posted vacancy with non-bargaining unit individuals with the concurrence of the Union.
- E. In the event any dispute arises as to the intent or application of this provision, the parties agree to utilize the process of Expedited Arbitration for resolution.
- F. Such actions as listed above shall bypass the appropriate provisions of Article 36.

ARTICLE 37

TRANSFERS

-183 Transfer of Employees: If an employee with seniority is transferred from one seniority unit to another seniority unit as described in Article 4, Seniority Units, the employee will be given seniority in the new unit equivalent to that which they had accrued in the former unit and all of his/her seniority in their former unit shall be cancelled.

-184 If an employee is transferred to a position under the Employer not included in Local 1585, and is thereafter transferred again to a position within Local 1585, the employee shall not have accumulated seniority while working in the position to which he/she was transferred. This shall not be applied to employees who were transferred to a position under the Employer not included in Local 1585 before July 1, 1971.

-185 Employees transferring under the above circumstances, Paragraphs 183 and 184, shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

-186 If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given consideration to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such

cases. Unsatisfactory work performance may be a proper cause for denial of consideration for a vacancy if substantiated.

-187 The Employer agrees that in any movement of work not covered above in Paragraphs 183, 184, and 186, the Employer will discuss the movements with the Union in order to provide for the protection of the seniority of the employees involved.

ARTICLE 38

CLASSIFICATIONS

-188 The Employer retains the right to eliminate, change and establish classifications. In the event a new classification is established or an existing classification is changed, the Employer shall place it in an existing pay grade in the Wage Schedule or in a new pay grade, on the basis of the relative value of the elements of the new or changed classification in comparison with the elements of existing Union classifications.

-189 The following procedure will be used whenever a new or changed classification is placed in the Wage Schedule, as provided in Paragraph 188 of this article.

a. The Employer will provide the Union with a written copy of the new or changed classification which shall describe the job content sufficiently to identify the classification.

b. Upon receipt of the Employer's classification description, a reasonable number of representatives of the Union may meet with representatives of the Employer to discuss the new or changed classification and the placement in the Wage Schedule.

c. If there is a disagreement with placement in the Wage Schedule, a grievance concerning compliance with Paragraph 188 of this article may be processed through the Grievance and Arbitration Procedure, provided it is submitted in writing at Step III of the Grievance Procedure within seven (7) working days after the Union is afforded the opportunity to discuss the matter with the Employer. If such a grievance is processed through Arbitration, the Arbitrator shall have no power or authority to revise the classification or to establish or change the wage rate, but only to determine whether the proper placement has been made in the Wage Schedule in accordance with Paragraph 188 of this article.

-190 In the event the Employer eliminates a classification, prior notice shall be given to the Union. The Employer agrees that classifications will not be eliminated for the purpose of undermining the Union. Disputes concerning violations of this provision may be submitted at Step III of the grievance procedure.

ARTICLE 39

WAGE RATE INCREASE PLAN

-191 Effective August 1, 1985, the job rate for Pay Grades I through XXIII shall be increased 5% per hour.

-192 Effective August 1, 1986, the job rate for Pay Grades I through XXIII shall be increased 4.5% per hour.

-193 The probationary rate shall be five (5%) percent less than the job rate for pay grades II through XIV. The probationary rate shall be ten (10%) percent less than the job rate for pay grades XV through XXIII.

-194 Newly hired employees shall receive the probationary rate of the applicable grade level during the probationary period and shall receive the job rate of the applicable grade level upon completion of the probationary period within the classification.

ARTICLE 40

RED CIRCLE RATES

-195 All regular full-time employees currently receiving "Red Circle Rates", i.e. rates in excess of the maximum rate for a specific classification within a certain grade level will continue to receive general increases as provided for in the Agreement. Any "Red Circle Rates" after the effective date of this Agreement shall be determined mutually. Employees "Red Circled" after the effective date of this agreement shall have their rates frozen until such time as the new rates surpass the "red circle" rates.

ARTICLE 41

WORKING HOURS

A. Shift Differential

-196 Employees who work on the second or third shift shall receive, in addition to their regular pay, twenty

(20) cents per hour and thirty (30) cents per hour, respectively, additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid for all hours worked on a shift.

B. Shift Hours

-197 The first shift is any shift that regularly starts on or after 5:00 a.m., but before 1:00 p.m. The second shift is any shift that regularly starts on or after 1:00 p.m. but before 9:00 p.m. The third shift is any shift that regularly starts on or after 9:00 p.m. but before 5:00 a.m.

C. Shift Preference

-198 Shift preference will be granted on the basis of seniority within the classification as openings occur. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which a written request is made, provided the employee can do the work.

D. Rest Periods

-199 Employees may take a rest period of not more than fifteen (15) minutes for each half day of work. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

E. Wash-Up Time

-200 Employees will be given the necessary time prior to punching out, to wash up and change uniforms if used.

F. Call-In Pay -Show -Up Pay

-201 An employee reporting for emergency duty at the Employer's request for work which the employee had not been notified of in advance and which is outside of and not continuous with the employee's regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time and one-half.

-202 An employee who reports for scheduled work and no work is available will receive three (3) hours pay at the employee's regular straight time rate.

G. Overtime

-203 Overtime is defined as hours worked in excess of eight (8) in a day, or forty (40) hours in an employee's work week for which the employee is paid time-and-one-half his/her regular rate of pay, unless otherwise specified in Article 42.

-204 For the purpose of computing overtime, all hours paid will be considered time worked.

-205 Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

-206 In the event that a work schedule(s) is converted to four ten-hour days per week, time-and-one-half the regular straight time rate will be paid to employees who work over 40 hours per work week.

ARTICLE 42

TIME-AND-ONE-HALF IN SPECIFIC AREAS OF WORK

-207 Time-and-one-half the regular rate will be paid to employees who work over forty (40) hours in a work week in the following specific areas of work:

a. Building Services Custodian classification within the Physical Plant.

b. All employees in the Department of Inter-collegiate Athletics.

-208 Time-and-one-half the regular straight time rate will be paid to all employees who work over eighty (80) hours in any pay period of two (2) calendar weeks in the College of Agriculture and Natural Resources.

ARTICLE 43

EQUALIZATION OF OVERTIME HOURS

-209 Overtime hours shall be divided as equally as practicable among employees in the same classification in their district. An up-to-date list showing overtime hours and unit seniority date will be posted in a prominent place in each district before the 15th of each month.

-210 Whenever overtime is required, the person with the least number of overtime hours in that classification within the district will, except in necessary

emergencies, be called first and so on down the list in an attempt to equalize the overtime hours. After exhausting this procedure and the need still exists, the Employer may require the least senior available, qualified employee to work. The Union reserves the right to grieve what is an emergency. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they are capable of doing the work. When employees are notified by telephone, they will be called in order of lowest hours first.

-211 For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period (2 hour minimum).

-212 On July 1 each year, the amount of overtime hours credited to each employee will be reduced equal to the amount of overtime hours credited to the employee at the bottom of the overtime list and only the excess overtime hours for each employee shall be carried forward.

-213 An employee who has changed classifications will be charged with the highest number of overtime hours that exist in the new classification on the day he/she was reclassified.

-214 When an employee terminates his/her term as Chief Steward or President or Steward, his/her overtime hours shall be disregarded and he/she shall assume the average number of hours in his/her classification in his/her district, unless he/she is currently charged with less than average hours.

ARTICLE 44

LONGEVITY PAY

-215 All regular employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

-216 LONGEVITY YEAR The longevity year is defined as the twelve (12) month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time

service is defined as any longevity year in which the employee is actively employed for at least 30 calendar weeks (273 calendar days).

-217 Longevity pay shall be computed as a percentage of the employee's regular annual base wage. Base wage shall be that wage which an employee is being paid on September 1, 1985, and September 1, 1986, of the calendar year in which the longevity payment is due. The annual base wage shall be equal to the employee's hourly rate times 2080 hours as of the first pay period in September. If an employee is not on the payroll at that time, the hourly rate to be used will be the hourly rate upon his/her return. Base wage shall not include overtime or premium pay.

-218 INITIAL ELIGIBILITY The last date of hire as a regular employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six (6) years of continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active employment for at least 39 calendar weeks (273 calendar days) for six (6) consecutive years and an employee on October 1 of that year to receive the longevity payment. Periods of active employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

-219 CONTINUING ELIGIBILITY After establishing initial eligibility, employees must be actively employed for 39 calendar weeks (273 calendar days) during the longevity year and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

-220 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule below shall be made for that portion of an employee's regular wage which is in excess of \$9,500.

-221 Employees terminating prior to October 1 will receive a prorated longevity payment.

-222 Longevity Pay Schedule

<u>Continuous Service</u>	<u>Annual Percentage</u>
6 or more and less than 10 years	2%

<u>Continuous Service</u>	<u>Annual Percentage</u>
10 or more and less than 14 years	3%
14 or more and less than 18 years	4%
18 or more and less than 22 years	5%
22 or more and less than 26 years	6%
26 or more years	8%

ARTICLE 45

HEALTH CARE COVERAGE

-223 Regular employees may enroll for health coverage within sixty (60) days of their employment date. The employee may enroll in basic Comprehensive Hospitalization (semi-private, with MVF-1 and ML rider and Reciprocity rider, and First Aide Emergency [FAE] rider) and Master Medical Option II and the \$2.00 deductible drug rider, or Health Central (HMO).

-224 Beginning May 1, 1980, for a for a regular full-time employee who has single, two party, or family coverage, the Employer shall pay one hundred percent (100%) of the total monthly premium cost of basic Blue Cross/Blue Shield coverage. The Employer contribution for part-time employees shall be one-half of the family coverage contribution for full-time employees. In no event shall it exceed the full-time contribution for equivalent coverage.

-225 While an employee is on layoff and collecting Unemployment Compensation, the Employer will make its normal contribution toward the cost of the hospitalization premium for two (2) months beyond the month of separation due to layoff.

-226 The University contribution for coverage under the Health Maintenance Organization, selected by the employee, will not exceed the contribution schedule (single, two party, family, etc.) for basic Blue Cross and Blue Shield coverage.

ARTICLE 46

DENTAL PROGRAM

-227 Dental Insurance Program - A dental insurance program will be provided to all regular full-time 1585 members.

a. Fees for the below mentioned services will be covered on a usual, customary, and reasonable basis with a fifty (50) percent co-payment.

b. Basic diagnostic, preventative, emergency palliative, restorative, oral surgery, endodontics, periodontics, and prosthodontics subject to a \$600 annual maximum per individual.

c. Orthodontics subject to a \$600 lifetime maximum per individual.

d. The dental insurance program benefits will be provided consistent with the carrier's conditions and procedures.

ARTICLE 47

DISABILITY PLANS

A. Long-Term Disability Plan

-228 A University-paid Long-Term Disability Plan will be granted to all regular full-time employees with at least three (3) years of continuous service.

-229 The LTD Program provides after a six (6) month disability waiting period for a continuation of the monthly wage equal to 60 percent of the first \$1,500 of monthly income plus 40 percent of the balance of the monthly income in excess of \$1,500 including any benefits from Social Security or Worker's Compensation programs.

-230 The LTD Program additionally pays the employee's normal contribution and the University contribution to the TIAA-CREF retirement program or other retirement programs made available through the University and selected by the employee.

-231 At the Employer's expense, the employee may continue to participate in the University group life, hospitalization and dental programs.

-232 For additional information, contact the Staff Benefits Office.

B. Extended Disability Plan

-233 Eligibility - Regular employees with at least five (5) years of continuous full-time employment are eligible for extended disability leave.

-234 Usage - In cases which are expected to result in total disability, eligible employees will be granted extended disability leave with full pay and benefits for up to six (6) months. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee.

-235 The total aggregate of all paid leaves, when used for total disability, is not to exceed six (6) months from the date of disability and will specifically end when the Long Term Disability Program normally would begin.

C. Worker's Compensation (Long Term)

-236 An employee who is receiving regular Worker's Compensation for a period in excess of six (6) months shall receive, at the Employer's expense, life insurance and hospitalization insurance for the period covered by Worker's Compensation. If it is determined by the Benefits Office that the injured employee will be off work in excess of six (6) months, the above benefit may be implemented upon such determination without requiring premium payments from the affected employee.

ARTICLE 48

GROUP LIFE INSURANCE

-237 If coverage is desired, the University will make available effective January 1, 1978, to regular full-time employees an optional Life Insurance program. The program is entirely funded from employee premiums and rates are subject to future group experience. The insurance is decreasing term with no cash or loan value and coverage may be selected up to \$187,500 depending upon age and the plan selected.

ARTICLE 49

DEATH BENEFIT (EXPANDED LIFE INSURANCE)

-238 The Employer will provide, at no employee cost, a fully paid life insurance program to all regular

full-time employees with two (2) or more years of continuous service.

-239 This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including leaves of absence of 180 days or less) equal to one times the annual wage (i.e. basic hourly rate times 2080).

-240 The employee may designate a beneficiary if desired; if none is designated the life insurance benefit payment will be made to the beneficiary under the Group Life Program if enrolled; otherwise payment will be made in a lump sum to the estate.

ARTICLE 50

RETIREMENT BENEFITS

A. Base Retirement Program

-241 Michigan State University provides a base retirement program with the Teachers Insurance and Annuity Association (TIAA) and its companion organization, College Retirement and Equities Fund (CREF) and other retirement programs made available through the University and selected by the employee.

-242 Eligibility and Participation - Regular full-time employees are eligible for participation in TIAA-CREF or other retirement programs made available through the University, and selected by the employee, in accordance with the following policies:

a. The program is optional to employees under age 35 with at least three (3) years of service or who are over age 62 at the time of employment.

b. The program is required as a condition of employment for employees who have attained age 35 and have three (3) years of service.

c. Employees who attain age 55 may immediately participate in the program.

d. Once required participation commences, it is not possible to withdraw from TIAA-CREF or other retirement programs made available through the University, and selected by the employee, while employed at the University.

-243 Premium Contribution - The TIAA-CREF Retirement Annuity or other retirement programs made available

through the University, and selected by the employee, are financed by a five (5%) percent deduction or reduction from an employee's base wage, overtime and shift differential with the University contributing ten (10%) percent.

-244 Complete details concerning the provisions of the University's TIAA-CREF Retirement Annuity Plan or other retirement programs made available through the University, and selected by the employee, may be obtained from the Staff Benefits Office.

B. Retirement for Employees Hired Prior to January 1, 1973

-245 Effective January 1, 1973, the University Retirement Program ceased to exist. However, to insure that no employee lost credit for prior years of service, the following guidelines were established to provide that an employee will receive no less than what an improved plan formula would give him or her upon retirement.

-246 Those persons employed prior to January 1, 1973, who were 55 years of age or older and/or had 25 years of service on January 1, 1973, could elect to remain subject to the improved University Plan formula described below.

-247 The formula governing the old Retirement Plan was improved by basing pensions on an amount equal to the highest three (3) year average earnings, multiplied by two (2%) percent for each year of service, with a \$3,600 ceiling.

-248 For employees participating in TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, with a University contribution, this new formula will be applied for each employee at retirement and will become the minimum received by the employee.

-249 The annuity value, at the time of retirement, purchased by MSU's contributions to TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, will be compared to the pension amount as computed in Paragraph 246 above, and the employee will receive the larger of the two figures. Employee contributions to TIAA-CREF and/or other retirement programs made available through the University, and selected by the employee, (retroactive to 1-1-73) will provide additional annuity income.

-250 Those employees not participating in TIAA-CREF or other retirement programs made available through the University, and selected by the employee, will have their retirement income figured solely on the improved formula plus a ten (10%) percent addition added to the base pension prior to actuarial reduction or the selection of a survivor option.

-251 Employees who terminate without meeting the minimum requirements for retirement will receive a retirement pension from the contributions made to the individual TIAA-CREF annuity contract or other retirement programs made available through the University, and selected by the employee, consistent with provisions of those contracts.

C. University Retirement

-252 Mandatory Age - Termination or retirement shall be compulsory on the first day of the month following attainment of age 70.

-253 University Retirement Defined - University retirement shall be defined as 1) attainment of age 62 with 15 years of continuous employment, or 2) at any age with 25 years of continuous employment. Interruptions in employment of less than one (1) year duration shall not constitute a break in service as it pertains to retirement.

-254 Employees meeting the minimum retirement requirements will remain eligible to maintain group hospitalization and receive the Employer contribution. Employees participating in group life insurance at the time of retirement or terminating at age 65 or thereafter and who were enrolled prior to July 1, 1977, shall receive a \$2,000 life insurance benefit fully paid by the Employer.

-255 An employee who retires under the definition in Paragraph 253 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50%) percent of one hundred (100) days, as of the effective date of separation.

-256 An employee who does not meet the definition of University Retirement in Paragraph 252 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of their separation shall be paid fifty (50%) percent of their unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in Paragraph 253 but has at least ten (10) years of continuous service

and has attained 65 years of age at the time of their separation shall be paid one hundred (100%) percent of their unused sick leave as of the effective date of separation but not to exceed a maximum of one hundred (100) days, unless he/she has received a University contribution to TIAA-CREF and was employed after 1-1-73 in which case the employee shall be paid as in Paragraph 255.

-257 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in Paragraph 253 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in Paragraph 253 but who are 65 years of age at the time of their separation. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

ARTICLE 51

EDUCATIONAL ASSISTANCE

A. Qualifications

-258 Full-time employees who meet the following provisions may apply for the Educational Assistance Program.

a. Two (2) years of continuous full-time service with the University is required.

b. Admission as a student either in a degree program at Michigan State University, or in a degree program or job related course at Lansing Community College, or from those institutions accredited by generally recognized accrediting agencies and/or are listed in the Education Directory of the U.S. Department of Education. In addition, institutions approved under such government training programs as the G.I. Bill of Rights will also be recognized.

c. The employee must have at least a satisfactory rating on the annual or more recent performance evaluation.

B. Release Time

-259 When a course is not available during non-working hours, the employee may request release time

with pay not to exceed five (5) hours per week to attend one course. The department administrator or designee shall determine whether unit functions will allow such release time to be granted. Such determination shall be within the sole discretion of the Employer.

C. Tuition Reimbursement

-260 Eligible employees shall be reimbursed for classes, not to exceed two per academic term and MSU registration fee under the following conditions:

a. The employee has submitted the appropriate application to her/his supervisor at least ten (10) working days before the initial meeting of the course(s) for which they are seeking approval.

b. The classes for which the employee is seeking tuition reimbursement may not exceed five (5) credit hours per term.

c. The employee shall provide the Employer with evidence that they have successfully completed the approved course(s). A grade of 2.0 or better is required for credit course(s).

d. If the employee is covered by benefits such as scholarship or fellowship aid, government aid, G.I. benefits, or similar assistance, reimbursement will be made only for that portion of the tuition fee which exceeds the amount of those benefits.

D. Tuition Waiver

-261 Except as specifically provided below all general provisions of educational assistance apply.

a. Local 1585 Bargaining Unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's standard registration procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event he/she does not successfully complete the course(s).

b. Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to the Staff Benefits Office fifteen (15) working days prior to the beginning of early registration (except fall

term, when it is regular registration). The application must be marked with a request for tuition waiver.

c. If the above time lines are met and educational assistance application is approved, the Staff Benefits Office will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to Local 1585.

d. At registration, approved employees should contact the Scholarships Desk to have their fee cards adjusted. Employees will be responsible for all charges in excess of the Matriculation Fee and in excess of two courses up to five (5) total credit hours. In the event the approved course(s) are unavailable at the time of registration, other appropriate course(s) may be substituted and the application amended subject to the approval of the department administrator or designee and the Staff Benefits Office by telephone when necessary.

e. Employees who have had their tuition waived are responsible for providing the Staff Benefits Office with proof of successful completion of approved courses within ninety (90) calendar days at the end of the term. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the University will attempt to payroll deduct the waived tuition. If the University is unable to make collection through payroll deduction, the Union agrees to be responsible for the outstanding debt(s).

E. Course-Fee Courtesy

-262 Full-time employees with five years of full-time service are eligible under the course-fee courtesy policy as it is provided to the faculty of the University.

ARTICLE 52

SUPERVISION WORKING

-263 Supervisory employees shall not perform work in any job classification of a seniority unit except as outlined in Paragraph 264.

-264 It is understood that supervisory employees are required to perform manual tasks other than bargaining unit work. In addition, supervisory employees may be

required to perform work within specific job classifications in circumstances such as emergency situations when regular employees are not immediately available, when operational difficulties are encountered, in the testing of materials and in the instruction or training of employees including demonstrating the proper methods of accomplishing the task assigned. These situations shall not be construed as a violation of the above stated policy.

ARTICLE 53

STUDENT LABOR

-265 It is the policy of the Employer to provide jobs for students to assist them in obtaining an education. It is the intent of the Employer to use student employees to supplement the regular work force and not displace it.

-266 The University agrees to provide at or about midterm of each academic term the following information concerning student employees:

- a. Name
- b. Seniority Unit
- c. Hours Worked

ARTICLE 54

SAFETY COMMITTEE

-267 A Safety Committee of not more than ten (10) employees and the Employer's representatives shall be established. The Union will furnish the Employer the names of its members of the Safety Committee and such changes as may occur from time to time in such personnel. This Committee shall meet at least once a month during regular working hours for a period not to exceed two (2) hours for the purpose of making recommendations to the Employer. If the Safety Committee feels that an investigation should be made concerning a particular safety practice, rule or condition, then one Union member of the Safety Committee and a representative of the Employer of the Safety Committee will be designated to investigate the particular practice or rule and make proper recommendations to the Employer.

-268 It shall be the intent of both parties to resolve safety concerns or grievances internally before

contacting outside agencies. Employees are encouraged to first discuss safety concerns with supervision and/or departmental safety committees if established.

-269 Any employee safety apparel or apparatus required by University rules, or State laws, will be paid for by the University.

ARTICLE 55

AGREEMENT COPIES

-270 At least three (3) official (proof) copies of the contract shall be signed by appropriate representatives of the Employer and Union and shall be distributed among Employer, Union and printer.

-271 The Employer shall provide the Union with 1,500 "small-book" copies of the contract including current changes within ninety (90) days of ratification and final proof reading by the Union.

ARTICLE 56

SUPPLEMENTAL AGREEMENTS

-272 All supplemental agreements shall be subject to the approval of the Employer and the Union.

ARTICLE 57

MAINTENANCE OF CONDITIONS

-273 It is not the intent of the University to introduce for the first time in its history, mass layoffs or reductions of hours. If, due to conditions beyond the control of the University, it becomes necessary to reduce an Employee's working hours, the University agrees to meet with the Union in order to affect a mutually agreeable settlement. If no agreement can be reached at that meeting, the proposed reduction can then be implemented and the dispute may then be arbitrated on the basis of the questions put before the arbitrator by both sides.

-274 The University agrees to continue an Employee Assistance Program for the Union. The Union shall maintain a representative on the committee set up to advise the Office of Employee Assistance.

-275 The University shall furnish all employees with appropriate uniforms including laundry services. Employees shall wear uniforms furnished by the Employer unless otherwise mutually agreed.

-276 The University agrees to provide the Union with a campus restricted Centrex line which shall be paid for by the University.

ARTICLE 58

SPECIAL PROVISIONS

-277 The proceeding agreements apply only to the departments or divisions indicated, and establish no precedent for seniority units not specifically mentioned.

I. COLLEGE OF AGRICULTURE AND NATURAL RESOURCES

-278 Assignment of Employees - Employees in the College of Agriculture and Natural Resources may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in the specific classification. It is understood that the above provision does not guarantee twelve (12) months employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

-279 The Employer will provide jobs for students to the end that impecunious youngsters may secure an education. Many students are employed in order to receive practical training as a part of their education. Therefore, the employer's current policy with respect to the employment and assignment of students in the College of Agriculture and Natural Resources will be continued.

-280 The University's current policy with respect to the employment and assignment of academic personnel, graduate students and students on research projects in the College of Agriculture and Natural Resources will be continued and the foremen and supervisory employees in the College of Agriculture and Natural Resources may spend up to thirty (30%) percent of their time performing work outside of their supervisory duties in work related to research and special assignments in the bargaining unit.

-281 Additionally, it is understood that, in emergency situations when regular employees are not immediately available, supervisory employees in the College of Agriculture and Natural Resources may be required to perform work within specific job classifications. The same thing is true when operational difficulties are encountered or in the testing of materials. Likewise, instruction or training of employees may well include demonstrating proper methods of accomplishing the tasks assigned and no dispute over the policy stated above shall be occasioned by such demonstration.

-282 The Employer's current policy with respect to the employment and assignment of personnel to the cooperative training program in the Creamery of the College of Agriculture and Natural Resources will be continued.

II. GROUNDS MAINTENANCE

A. Tree Trimmer Trainee

-283 In the event that a Tree Trimmer position is vacated a Tree Trimmer Trainee position shall be posted and filled.

-284 The Tree Trimmer Trainee shall remain in this classification for a period not to exceed one year in order to be properly trained as a Tree Trimmer and then shall be promoted to Tree Trimmer, salary grade XVIII. The trainee position shall remain vacant until another Tree Trimmer position is vacated.

-285 While it is the intent in the foreseeable future to maintain the existing Tree Trimming work force, this agreement does not preclude the Grounds Department from adjusting the Tree Trimming work force as operational needs dictate.

B. Grounds Equipment Maintainer II Mechanic and Maintainer Grounds Equipment III

-286 In the event that a Maintainer Grounds Equipment II position is vacated, a Maintainer Grounds Equipment I position shall be posted and filled.

-287 A Maintainer Grounds Equipment II will be promoted to the Maintainer Grounds Equipment III classification upon completion of a year of satisfactory experience as a Maintainer Grounds Equipment II if the employee meets the minimum qualification requirements of the current Maintainer Grounds Equipment III classification.

-288 Employees classified as Maintainer Grounds Equipment I and II will be allowed release time to take the State of Michigan Certification test for engine repair, electrical systems and manual transmission. The department will pay the fee required for such tests, upon successful completion of such tests.

-289 While it is the intent in the foreseeable future to maintain the existing Maintainer Grounds Equipment work force, this Agreement does not preclude the Grounds Department from adjusting the Maintainer Grounds Equipment work force as operational needs dictate.

C. Eye and Toe Protection

-290 The following provisions apply to those employees in the Grounds Department who are required to wear eye protection and toe protection:

a. Employees who wear prescription glasses will be given an allowance of \$15.00 for the purchase of safety prescription glasses.

b. Employees who are required to wear toe protection will be given an allowance of \$15.00 toward the purchase of safety shoes.

c. The above allowances shall not be given more than once a fiscal year and only upon suitable proof of purchase. (The fiscal year (1982-83) employees may apply the allowance for safety shoes twice, once for winter shoes and once for summer shoes.)

d. The University will seek, through its purchasing process, vendors who will provide the lowest price on the above items. The employee may purchase the above items anywhere so long as the items meet the minimum requirements under the applicable law.

III. HOUSING AND FOODS SERVICES

A. Assignment of Employees

-291 Employees in the Housing and Food Services may be assigned to other tasks between terms and during summer months without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classifications.

-292 The Employer will furnish the Union with a list of the employees who are being assigned to other tasks

rather than laid off. This list shall be sent to the Union office prior to any reassignment under this section.

-293 It is understood that the above provision does not guarantee twelve months employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

B. Kitchen Sanitation Worker

-294 Half-time employees (the equivalent of one full-time employee) shall be hired as Kitchen Sanitation Workers (Level VII) in the following units: Akers, Holden, Holmes, Hubbard, Mason-Abbot, McDonel, Owen, Snyder-Phillips, Wilson and Wonders. The University agrees to post and fill these part-time positions by the end of fall term, 1978.

-295 As full-time KSW positions are vacated they may be replaced with full or half-time employees equivalent to the full-time position regardless of the previous number of full-time KSW's in a particular unit as long as a dishwashing (and/or a pot and pan cleaning) operation is necessary in the unit. Schedules may be rearranged to accommodate part-time employees.

-296 The Division of Housing and Food Services shall continue to supplement the regular work force with student employees as management deems appropriate in accordance with the contract.

-297 This provision does not in any way effect any other classifications nor does it constitute the relinquishment of management's right to schedule, direct the work force or to eliminate a classification.

C. Schedule of Employees to Work Designated Holidays

-298 This provision applies to work to be performed by two or more 1585 members in a district on designated holidays:

a. For purposes of scheduling employees, over-time equalization lists shall be utilized in accordance with Article 43.

b. The District Steward shall be scheduled to work on a designated holiday if he/she

- has previously occupied or
- is currently in or

- has previously performed on a regular basis the classification and/or duties to be performed on that day.

c. If the District Steward is not scheduled as above, the Alternate Steward shall be scheduled in conformance with above.

d. District Stewards and Alternate Stewards who work on a holiday shall have their holiday pay calculated on their regular rate of pay for their normal University classification.

e. If employees, including the District Steward or Alternate Steward in a classification scheduled to work, decline to work, they shall be charged on the equalization lists and management may assign and schedule employees in order of lowest seniority within the classification scheduled to work on that designated holiday.

f. This provision shall not alter Section D of the Housing and Foods article.

D. Cook Classification

-299 Effective January 1, 1978:

a. The Cook-Level IX description shall be implemented by this date.

b. All Cook I's Level IV shall become Cooks-Level IX. All remaining Cook II's-Level XI shall become Cooks-Level IX and red-circled at salary Level XI.

c. Employees currently classified as Cook I in Mayo and Campbell Halls will remain at Level IV, red-circled, and be reclassified as FSW, Senior.

d. Cook, Senior will remain unchanged at Level XVI.

e. A Cook will be assigned to replace a Cook, Senior who is absent for an entire (8) hour period and shall receive the probationary rate of Cook, Senior according to Paragraph 181. If more than one Cook is present, the temporary promotion shall be made on a rotating basis. The Union and management recognize the temporarily promoted Cook must be willing and able to assume Cook Senior duties.

-300 This Agreement applies only to the Cook sequence in the Division of Housing and Food Services excluding Kellogg Center.

E. Assignment of Meat Cutters and Stockhandlers to the Freezer Room

-301 It is agreed that assignment to the freezer room is less desirable than other assignments in Food Stores. Therefore, employees will be assigned to the freezer room on a rotating biweekly basis, and shall be compensated at an additional fifteen (15) cents per hour during the period of the regular assignment to the freezer room. Employees, who, during the course of their regular duties are compelled to occasionally enter the freezer room for the purpose of delivering and are not obliged to spend over one (1) hour consecutively in the freezer room, shall not be eligible for the additional compensation. The current practice of freezer room rotation shall be continued.

F. Baker (Central Bake Shop)

-302 If an employee is assigned or caused to be transferred to the position from a higher pay rate than grade XIV maximum, the employee's pay rate shall be red circled and his/her classification shall be retained for whatever future benefits he/she may derive therefrom.

IV. INSTRUCTIONAL MEDIA CENTER

-303 Motor Vehicle Operators - the pick up and delivery of equipment will be performed by 1585 personnel, however, it is jointly recognized that in some situations it may not be possible for only Motor Vehicle Operators to pick up and deliver audio visual equipment as in cases where:

a. The security of equipment, on or off-campus is jeopardized.

b. Professional and technical staff are needed to determine equipment needs on the program site and the IMC vans are used as a mobile center.

c. An emergency occurs, such as equipment failure, absence of personnel, last minute deadlines, and other circumstances beyond the control of the dispatchers.

d. Off-campus programs which require the transportation of an authorized operator as well as equipment when prior delivery is not possible, and when overtime has been offered and refused by bargaining unit employees.

e. During slow periods, Motor Vehicle Operators will be reassigned other duties in order to provide work.

f. All programs involving Central Administration (Presidents and Vice Presidents).

V. PHYSICAL PLANT

A. Assignment of Employees

-304 Employees in the Physical Plant may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification.

-305 The Employer will furnish the Union with a list of the employees who are being assigned to other tasks rather than laid off. This list shall be sent to the Union office prior to any reassignment under this section.

-306 It is understood that the above provision does not guarantee twelve months' employment each year to any employee but is merely a sincere effort on the part of the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

B. Custodial Service - Grievance/Disciplinary Meetings

-307 Meetings involving the District Supervisor for Third Shift employees shall normally be scheduled at 4:30 p.m. on Fridays unless mutually agreed otherwise.

-308 For Custodial Services employees scheduled Sunday through Thursday, the District Supervisor or his/her designee shall hold meetings requiring a District Supervisor during the employee's normal working hours unless mutually agreed otherwise. These meetings shall occur no more than once a week.

C. Custodial Services - Equalization of Overtime

-309 On July first of each year, the number of overtime hours credited to each employee in the custodial department will be reduced to zero.

a. Overtime for classifications other than Custodians (Set Up Worker, Building Services Custodian, Swimming Pool Operator-Custodian, and Stockroom personnel) shall be offered first to the employees within the

classification needed and second to all employees within the three (3) Physical Plant Custodial Districts. In both first and second situations overtime shall be offered to employees with lowest overtime hours first and so on down the list (the present practice of posting available overtime will be continued).

-310 An employee who changes classifications within the custodial series (Custodian II, III, and IV) shall retain the number of overtime hours which the employee held before the date of change.

-311 Custodial overtime within a building will be offered first to the head custodian normally assigned to the building where the overtime is available; and second to all other custodial employees normally assigned to the building; and then to all other custodial employees. In the second and third situations, overtime should be offered to employees with the lowest overtime hours first and so on down the list.

-312 When the Employer combines buildings for the purpose of custodial overtime, the overtime shall be offered first to the building heads in the buildings being combined based on the lowest overtime hours worked, until a building head accepts the overtime or all refuse it, after which it shall be offered to those employees regularly assigned to those buildings being combined based on the lowest overtime hours worked within the classification needed.

D. Automotive Services

-313 It is agreed that Automotive Services, Physical Plant Division, will continue their long-standing policy relating to split runs on the Campus Bus System.

Included in this policy are the following:

- a. Split runs will be minimized as much as possible.
- b. All new employees shall read the job description and be aware they may have to operate a split run.
- c. The Bus Drivers may suggest alternate solutions to eliminate any or all split runs. These solutions will be considered and adopted if they:
 - Do not increase operating costs.
 - Do not eliminate needed service.

E. Bus Department Bidding Procedure

-314 Before the start of each Michigan State University school term, Bus Drivers will choose their bus runs by seniority within the Bus Department with the first choice going to the highest seniority driver and so on down the seniority list. Hereafter, the "start of the term" shall be defined as the first day of each school term that buses commence operation with that term's schedule.

-315 After the start of the term but before two-thirds of the term has been completed, if a new bus run is established, all Bus Drivers will rebid runs by seniority as stated in Paragraph 314.

-316 After the start of the term but prior to the completion of two-thirds of that term, if a Bus Driver is not able to continue his/her run and is not expected to be able to return to that run for the remainder of that term, all drivers from that driver's position on the seniority list and on down will rebid the bus run chosen by said driver and all other drivers with less seniority. All bidding will be based on first choice to the highest seniority Bus Department driver.

-317 After the start of the term, if a Bus Driver is unable to continue his/her run for an unspecified period of time, but he/she is expected to return prior to the end of the term, drivers from the extra board will be offered the run in the order of highest Bus Department seniority.

-318 After the start of a term, if a Bus Driver who has not chosen a run returns to work in the Bus Department, the runs chosen by drivers with less seniority than the returning driver will be rebid by the returning driver and all drivers with less seniority. All rebidding will be based upon first choice to the highest seniority Bus Department driver.

-319 During the last one-third of a term, if a new run is established, it will be filled by a driver from the extra board with first choice given to highest seniority employee assigned to the extra board and so on down the list. If the new route necessitates hiring an additional employee, and the more senior extra board employees decline the new run, the new employee will be assigned to that route.

-320 During the last one-third of the term, if a new employee is hired he/she will be assigned to the extra board for the remainder of the term, unless the more

senior employees already assigned to the extra board decline any other options which might be available to them.

-321 Whenever rebidding is necessary, all driver assignments will remain the same as originally established until the completion of the rebidding process.

VI. UNIVERSITY SERVICES

A. General Stores and Campus Mail Service

-322 A classification of Materials Handler will apply to all present 1585 employees and to all employees hired hereafter in the departments of General Stores and Campus Mail Service.

-323 Those employees presently classified as Group Leaders will be red-circled at their present rate and the Group Leader classification will be replaced by Materials Handler.

-324 Those 1585 positions designated by management as having substantial leadership responsibilities will be classified as Material Handler Leaders, Grade Level XVIII.

-325 General Stores management will develop and implement a training program, successful completion of which will move employees from Grade XIII to the top of Grade XV in thirty (30) months.

-326 New employees will automatically enter the training program and will receive step increases each six (6) months providing they have successfully completed that portion of the training to which they are assigned. New employees will be assumed to be in a training program at all times during the first thirty (30) months of employment.

-327 The amount of the step increase will be determined by dividing the difference between the start of Grade XIII and the top of Grade XV by five. If there is a remainder to the quotient, it will apply to the last increase.

B. University Printing

-328 The classification Print Shop Trainee will apply to all new 1585 employees without previous printing experience hired in the Print Shop bindery.

-329 Printing management will develop and implement a training program, successful completion of which will

move employees from Grade Level VI to the top of Grade Level IX in twenty-four (24) months.

-330 New bindery employees will automatically enter the training program and will receive step increases each six (6) months providing they have successfully completed the portion of training to which they have been assigned.

-331 New employees will be assumed to be in a training program at all times during the first twenty-four (24) months of employment. Unsuccessful completion of any aspect of the training program will result in layoff for a new employee or return to a former classification for a Seniority employee.

-332 The amount of the step increase will be determined by dividing the difference between the start of Grade Level VI and the top of Grade Level IX by four. If there is a remainder to the quotient, it will apply to the last increase.

VII. VETERINARY MEDICINE

A. Work Schedule

-333 There shall not be any change in the work schedule without agreement between Employer and employee.

-334 Any change in the work shift shall be discussed seven (7) days prior to change except in an emergency.

-335 Any time worked not included in the regular work schedule shall be considered overtime.

VIII. INTERCOLLEGIATE ATHLETICS

A. Assignment of Employees

-336 Employees in Intercollegiate Athletics may be assigned to other tasks during certain times without an increase or decrease in their regular rate of pay as opposed to being laid off because of lack of available work in their specific classification.

-337 The Employer will furnish the Union with a list of the employees who are assigned rather than laid off. This list shall be sent to the Union office prior to any reassignment under this section.

-338 It is understood that the above provision does not guarantee twelve months employment each year to any employee but is merely a sincere effort on the part of

the Employer to utilize the talents and services of regular full-time employees during normally slow periods.

IX. OVERTIME EQUALIZATION -- LACS

-339 Overtime hours shall be divided as equally as practicable among employees in specific work locations. An up-to-date list showing overtime hours and unit seniority date, by specific work location, will be posted in prominent places within the seniority unit by the 15th day of each month. A copy shall also be provided to the steward of the district.

-340 Whenever overtime is required within a specific work location, the overtime shall be offered first to employees normally assigned to that group on a rotating basis. After exhausting this procedure and the need still exists, the Employer shall offer the overtime to employees normally assigned to other specific work locations, regardless of classification. In such cases, they would be called on the basis of least hours of overtime within the seniority unit.

-341 For the purpose of this agreement, time not worked because the employee was unavailable or did not choose to work, will be charged the average number of overtime hours of the employees working during that overtime period.

-342 On July 1 each year, the amount of overtime hours credited to each employee within the seniority unit will be reduced to a zero base.

-343 The Employer will make a reasonable effort to maintain hours between specific work locations equal, with a maximum variance between locations not to exceed 100 hours. If in the event equalized hours of one group exceed that of another location by greater than 100 hours, overtime shall be offered to employees in the lower group, until such time as the groups are once again equalized. At that time, provisions of Paragraph 339 would be applicable.

-344 Weekend overtime shall be offered in increments of not less than 3 hours, except in necessary emergencies.

-345 For purposes of this Agreement, specific work location and employee groups shall be defined as regular 1585 employees normally assigned to locations in LACS. The present LACS locations are:

- a. Veterinary Research Farm/Incinerator
- b. Giltner Hall
- c. Psychology Research Building/Fee Hall/Veterinary Clinic/Olds Hall
- d. Life Sciences Building/M.S.U. Clinical Center

ARTICLE 59

SAVINGS CLAUSE

-346 If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall immediately enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 60

CONTRACT DOCUMENTS

-347 The provisions herein contained constitute the entire Agreement between the parties.

ARTICLE 61

RATIFICATION

-348 The Union agrees to submit this Agreement to the employees of the seniority units covered by this Agreement for ratification by them on or before September 27, 1985, and the local Union will recommend to the employees that it be ratified.

ARTICLE 62

MODIFICATION

-349 This Agreement shall continue in full force and effect from the date hereof until 11:59 p.m., July 31, 1987, and from year to year thereafter, unless notice of modification is given as provided in Paragraphs 351, 352.

-350 This Agreement shall be effective from and after August 1, 1985, until and including July 31, 1987.

-351 If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the expiration date or any subsequent expiration date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The Employer agrees to continue all contractual rights and benefits past the expiration date of this contract until a new contract takes effect as long as there is no strike by the Union. There shall be no lockout by the Employer.

-352 Notice of modification - Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to the Local 1585 President and if to the Employer, addressed to the Director Employee Relations, or to any such address as the Union or the Employer may make available to each other.

ARTICLE 63 EFFECTIVE DATE

-353 This agreement shall become effective as of August 1, 1985. IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed April 25, 1986

EMPLOYER

UNION

Roger Wilkinson Larry R. Smith
Roger Wilkinson Larry R. Smith, President

C. Keith Grotz Terry Redman
C. Keith Grotz Terry Redman, Vice Pres.

Samuel A. Baker Richard J. Daly, Sec. Treas.
Samuel A. Baker Richard J. Daly, Sec. Treas.

Barbara Butterfield Laura Kabelitz, Rec. Sec.
Barbara Butterfield Laura Kabelitz, Rec. Sec.

Thomas A. Dutch James W. Rhodes
Thomas A. Dutch James W. Rhodes, Chief Steward

Gary Glazier Robert Clark
Gary Glazier Robert Clark

Stanley Hecker John R. Fenby
Stanley Hecker John Fenby

Robert Hook Margaret Graham
Robert Hook Margaret Graham

Fred Kayne Velmer F. Oakley
Fred Kayne Velmer Oakley

Malvin Latnie Randy Wass
Malvin Latnie Randy Wass

John Lewis Joe King, AFSCME, Council 25
John Lewis Joe King, AFSCME, Council 25

Gary Parrott
Gary Parrott

Joe Skidmore
Joe Skidmore

APPENDIX I

LOCAL 1585 AFSCME
CLASSIFICATION AND LEVEL SCHEDULE

CLASSIFICATION	LEVEL
Agricultural Group Leader	XX
Agricultural Laborer I	IX
Agricultural Laborer II	XII
Agricultural Maintenance/Supply Worker	XIX
Agricultural Maintenance Worker I	XIV
Agricultural Maintenance Worker II	XVI
Agricultural Research Aide	XVIII
Agricultural Special Equipment Operator I	XIV
Agricultural Special Equipment Operator II	XIX
Animal Attendant	VI
Animal Caretaker I	IX
Animal Caretaker II	XIV
Animal Caretaker III / Repair	XV
Animal Caretaker IV	XVII
Athletic Equipment Worker	XIX
Baker/Central Bake Shop	XIV
Baker/Central Bake Shop Trainee	IX
Maintainer Bowling Alley Equipment	XVII
Building Sanitation Worker	VIII
Building Security Worker	XII
Building Services Custodian	XIV
Building Services Group Leader	XV
Building Services Worker	II
Building Services Worker/Kellogg Center	VII
Driver, Bus	XIII
Central Sterilization Worker	VII
Cook I	IX
Cook II	XI
Cook, Cowles House	XV
Cook, Senior III	XVI
Cook/Kellogg Center, Senior	XVIII
Custodian I	II
Custodian II	X
Custodian III	XII
Custodian IV	XV
Dairy Processing Worker	XVI
Dining Room Worker	I
Drapery Maker I	V
Drapery Maker II	X
Feed Mill Operator	XIX
Maintainer Food Equipment I	XVI
Maintainer Food Equipment II	XXII
Food Processing Worker I	IV
Food Processing Worker II	VI

CLASSIFICATION	LEVEL
Food Service Worker I	II
Food Service Worker II	IV
Gardener I	XII
Gardener II	XVI
Grounds & Site Construction Group Leader	XX
Groundskeeper I	XII
Groundskeeper II	XVI
Grounds Utility Worker	XVIII
Gym Store Attendant	X
Maintainer Heating Equipment	XX
Herder	XVI
Horticulture Aide	XIV
Household Service Worker	X
Maintainer Munn Arena	XVII
Incinerator Worker	XVI
Intramural Supply Attendant	XIII
Kitchen Sanitation Worker I	VII
Kitchen Sanitation Worker II	VIII
Laboratory Preparation Aide	VII
Laboratory Sanitation Worker	XV
Laboratory Worker	VI
Laborer I	VI
Laborer II	IX
Laborer III	XII
Laundry Control Checker	IV
Laundry Equipment Maintainer	XXII
Laundry Helper	II
Laundry Worker I	VI
Laundry Worker III	XI
Lodal & Huge Haul Operator	XVI
Mail Carrier	X
Maintainer Grounds Equipment I	XVI
Maintainer Grounds Equipment II	XX
Maintainer Grounds Equipment III	XXII
Maintenance Worker I	XII
Maintenance Worker II	XVI
Maintenance Worker III	XIX
Material Handler	XV
Material Handler Group Leader	XVIII
Material Handler Trainee	XIII
Meat Cutter I	XV
Meat Cutter II	XVII
Meat Cutter III	XVIII
Motor Vehicle Operator	XII
Pest Control Worker	XIX
Driver/Buyer Produce	XXI
Range Cook/Kellogg Center	VII
Research Animal Caretaker I	XV
Research Animal Caretaker II	XVIII
Safety Equipment Maintainer (Fire Extinguisher)	XIX

CLASSIFICATION	LEVEL
Safety Equipment Maintainer (Parking Meters)	XIX
Set Up Worker	XVI
Sexton	XIV
XIV Snack Shop Attendant	VII
Stockhandler I	XII
Stockhandler II	XVI
Stockhandler Cyclotron Laboratory	XVI
Stockhandler Scientific Supplies I	XV
Stockhandler Scientific Supplies II	XVIII
Stockhandler III	XVIII
Stockroom Attendant	XV
Swimming Pool Operator-Custodian I	XIV
Swimming Pool Operator-Custodian II	XIX
Telephone Operator	X
Tree Trimmer I	XVIII
Tree Trimmer II	XIX
Tree Trimmer, Trainee	XIV
Vegetable Cook/Kellogg Center	XIII
Veterinary Maintenance Worker	XVII

APPENDIX II

Wage rate schedule effective August 1, 1985, for those employees included in the seniority units clause of this agreement.

<u>LEVEL</u>	<u>PROBATIONARY</u>	<u>JOB RATE</u>
I	\$ 4.82	\$ 5.01
II	\$ 6.85	\$ 7.21
III	\$ 6.98	\$ 7.35
IV	\$ 7.20	\$ 7.58
V	\$ 7.33	\$ 7.72
VI	\$ 7.50	\$ 7.89
VII	\$ 7.54	\$ 7.94
VIII	\$ 7.75	\$ 8.16
IX	\$ 7.82	\$ 8.23
X	\$ 8.03	\$ 8.45
XI	\$ 8.22	\$ 8.65
XII	\$ 8.43	\$ 8.87
XIII	\$ 8.53	\$ 8.98
XIV	\$ 8.60	\$ 9.05
XV	\$ 8.40	\$ 9.33
XVI	\$ 8.60	\$ 9.56
XVII	\$ 8.76	\$ 9.73
XVIII	\$ 8.96	\$ 9.96
XIX	\$ 9.25	\$10.28
XX	\$ 9.50	\$10.56
XXI	\$ 9.60	\$10.67
XXII	\$ 9.97	\$11.08
XXIII	\$10.05	\$11.17

APPENDIX III

Wage rate schedule effective August 1, 1986, for those employees included in the seniority units clause of this agreement.

<u>LEVEL</u>	<u>PROBATIONARY</u>	<u>JOB RATE</u>
I	\$ 5.04	\$ 5.24
II	\$ 7.16	\$ 7.53
III	\$ 7.29	\$ 7.68
IV	\$ 7.52	\$ 7.92
V	\$ 7.66	\$ 8.07
VI	\$ 7.84	\$ 8.25
VII	\$ 7.88	\$ 8.30
VIII	\$ 8.10	\$ 8.53
IX	\$ 8.17	\$ 8.60
X	\$ 8.39	\$ 8.83
XI	\$ 8.59	\$ 9.04
XII	\$ 8.81	\$ 9.27
XIII	\$ 8.91	\$ 9.38
XIV	\$ 8.99	\$ 9.46
XV	\$ 8.78	\$ 9.75
XVI	\$ 8.99	\$ 9.99
XVII	\$ 9.15	\$10.17
XVIII	\$ 9.36	\$10.41
XIX	\$ 9.67	\$10.74
XX	\$ 9.93	\$11.04
XXI	\$10.03	\$11.15
XXII	\$10.42	\$11.58
XXIII	\$10.50	\$11.67

APPENDIX IV

DEFINITIONS

Agreement - Whenever the word "Agreement" is used in this document, it shall be considered synonymous with the word "Contract".

Demotion - Demotion shall be considered the movement of an employee to a lower grade level.

He/She - Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is neuter.

Lateral Transfer - A lateral transfer shall be considered the movement of an employee within the same grade level.

Promotion - Promotion shall be considered the movement of an employee to a higher grade level.

Proportional Benefits - Part-time benefits as listed in Paragraph 41 shall be apportioned to persons assigned less than full-time in the following manner:

26 hours but less than 36 hours75%
20 hours but less than 26 hours50%
Less than 20 hours	no benefits

Rates of Pay

Base - Is the per hour rate of the employee not including shift differential or overtime computations.

Regular - Is the per hour rate of the employee including shift differential.

Seniority

a. University seniority - length of continuous employment, (including Article 12), starting with the original date of hire with the Employer, including periods of authorized leaves of absence and layoffs consistent with other Articles of this Agreement. This date shall be used for benefit purposes.

b. Bargaining unit seniority - total length of employment within all seniority units listed in Article 4, starting on the last date of hire with the Employer, except as abridged in Article 12, 22, and 23. This date shall be used for filling vacancies and layoffs.

To Assist - As used in the Union classification descriptions connotes that an employee in a classification will provide whatever operational help is necessary to accomplish a task, function or end but will not assume the primary or complete responsibility for the accomplishment of that task, function or end. "To assist" does not necessarily infer that another coworker or employee must be constantly present during the accomplishment of a task.

Unavailable - An employee shall be considered unavailable for overtime in the following situations:

- The employee is on sick or funeral leave within 24 hours prior to the scheduled overtime, except for sick or funeral leave of less than four (4) hours.
- While the employee is on vacation and until he/she returns from vacation to his/her regular shift unless the employee provides prior written notification to his/her Supervisor of his/her availability.
- The employee has signed an overtime waiver form indicating that he/she does not wish to work any overtime.
- The employee is on an unpaid leave of absence, layoff, Regular or Full Worker's Compensation.

In these situations the employee will not be contacted for overtime, but will be charged the average number of overtime hours of the employees working during the overtime period.

Union - Whenever the words Local 1585 or Union appear in this Agreement, they shall mean AFSCME Local Union Number 1585, AFL-CIO.

University or Employer - Whenever the words University or Employer appear in this Agreement, they shall mean Michigan State University.

Worker's Compensation

"Full" - Is the payment of Worker's Compensation including sick, vacation or personal leave accrual supplementation.

"Regular" - Is the payment of Workers' Compensation with no sick, vacation or personal leave accrual supplementation.

APPENDIX V

FIXED BENEFIT OPTIONS SCHEDULE OF BENEFITS

Amounts of Insurance				
	1	2	3	4
Thru age 34	\$37,500	\$62,500	\$125,000	\$187,500
35-39	27,000	45,000	90,000	135,000
40-44	18,750	31,250	62,500	93,750
45-49	12,000	20,000	40,000	60,000
50-54	8,000	13,330	26,670	40,000
55-59	5,000	8,330	16,670	25,000
60-64	3,400	5,670	11,330	17,000
65-69	2,200	3,670	7,330	11,000
Monthly cost to Participant	\$3.00	\$5.00	\$10.00	\$15.00

FIXED BENEFIT OPTIONS SCHEDULE OF BENEFITS

(Continued)

DEPENDENT (OPTIONAL)

SPOUSE	\$5,000
CHILDREN	
From birth to 6 months of age	\$ 500
6 months and over	\$2,000

Monthly Cost for Dependent Option - \$2.50.

Future premiums may be adjusted subject to group experience.

SALARY INDEXED OPTIONS SCHEDULE OF BENEFITS

Multiples of Salary

AGE Thru Age 32	A	B	C	D
33	2.604	5.208	7.812	10.416
34	2.315	4.630	6.945	9.260
35	2.315	4.630	6.945	9.260
36	2.083	4.166	6.249	8.322
37	2.083	4.166	6.249	8.522
38	1.894	3.788	5.682	7.576
39	1.736	3.472	5.208	6.944
40	1.603	3.206	4.809	6.412
41	1.488	2.976	4.464	5.952
42	1.389	2.778	4.167	5.556
43	1.302	2.604	3.906	5.208
44	1.226	2.452	3.678	4.904
45	1.097	2.194	3.291	4.388
46	.992	1.984	2.976	3.968
47	.906	1.812	2.718	3.624
48	.833	1.666	2.499	3.332
49	.772	1.544	2.316	3.088
50	.718	1.436	2.154	2.872
51	.651	1.302	1.953	2.604
52	.595	1.190	1.785	2.380
53	.548	1.096	1.644	2.192
54	.496	.992	1.488	1.984
55	.453	.906	1.359	1.812
56	.417	.834	1.251	1.668
57	.386	.772	1.158	1.544
58	.353	.706	1.059	1.412
59	.326	.652	.978	1.304
60	.298	.596	.894	1.192
61	.274	.548	.822	1.096
62	.254	.508	.762	1.016
63	.234	.468	.702	.936
64	.217	.434	.651	.868
65	.200	.400	.600	.800
66	.184	.368	.552	.736
67	.169	.338	.507	.676
68	.155	.310	.465	.620
69	.142	.284	.426	.568
	.130	.260	.390	.520
Monthly Cost to Participant (Subject to Maximums)	1/4% of salary	1/2% of salary	3/4% of salary	1% of salary

NOTE: The maximum amount of coverage is \$187,500. Premiums are subject to corresponding maximums based upon your age. Your death benefit will be based on the salary on which your most recent premium was based.

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JANUARY						
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MARCH						
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JUNE						
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

IMPORTANT DATES

JANUARY

- 1 New Year's Day
- 20 Martin Luther King, Jr. Day

FEBRUARY

- 12 Lincoln's Birthday
- 12 Ash Wednesday
- 14 Valentine's Day
- 17 Washington's Birthday - Obsvd
- 22 Washington's Birthday

MARCH

- 17 St. Patrick's Day
- 23 Palm Sunday
- 28 Good Friday
- 30 Easter Sunday

APRIL

- 24 Passover

MAY

- 11 Mother's Day
- 17 Armed Forces Day
- 19 Victoria Day (Canada)
- 26 Memorial Day - Obsvd
- 30 Memorial Day

JUNE

- 14 Flag Day
- 15 Father's Day

JULY

- 1 Canada Day (Canada)
- 4 Independence Day

SEPTEMBER

- 1 Labor Day

OCTOBER

- 4 Rosh Hashanah
- 12 Columbus Day
- 13 Columbus Day - Obsvd
- 13 Yom Kippur
- 13 Thanksgiving Day (Canada)
- 24 United Nations Day
- 31 Halloween

NOVEMBER

- 4 Election Day
- 11 Veterans Day
- 27 Thanksgiving Day

DECEMBER

- 25 Christmas Day
- 27 Hanukkah

JULY						
S	M	T	W	T	F	S
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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JANUARY						
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FEBRUARY						
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MARCH						
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29	30	31				

APRIL						
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MAY						
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31						

JUNE						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

IMPORTANT DATES

JANUARY
1 New Year's Day
19 Martin Luther King, Jr. Day

FEBRUARY
12 Lincoln's Birthday
14 Valentine's Day
16 Washington's Birthday - Obsvd
22 Washington's Birthday

MARCH
4 Ash Wednesday
17 St. Patrick's Day

APRIL
12 Palm Sunday
14 Passover
17 Good Friday
19 Easter Sunday

MAY
10 Mother's Day
16 Armed Forces Day
18 Victoria Day (Canada)
25 Memorial Day - Obsvd
30 Memorial Day

JUNE
14 Flag Day
21 Father's Day

JULY
1 Canada Day (Canada)
4 Independence Day

SEPTEMBER
7 Labor Day
24 Rosh Hashanah

OCTOBER
3 Yom Kippur
12 Columbus Day
12 Thanksgiving Day (Canada)
24 United Nations Day
31 Halloween

NOVEMBER
3 Election Day
11 Veterans Day
26 Thanksgiving Day

DECEMBER
16 Hanukkah
25 Christmas Day

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
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29	30					

DECEMBER						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1988

JANUARY						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29					

MARCH						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
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MAY						
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29	30	31				

JUNE						
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26	27	28	29	30		

IMPORTANT DATES

JANUARY

- 1 New Year's Day
- 18 Martin Luther King, Jr. Day

FEBRUARY

- 12 Lincoln's Birthday
- 14 Valentine's Day
- 15 Washington's Birthday - Obsvd
- 17 Ash Wednesday
- 22 Washington's Birthday

MARCH

- 17 St. Patrick's Day
- 27 Palm Sunday

APRIL

- 1 Good Friday
- 2 Passover
- 3 Easter Sunday

MAY

- 8 Mother's Day
- 21 Armed Forces Day
- 23 Victoria Day (Canada)
- 30 Memorial Day

JUNE

- 14 Flag Day
- 19 Father's Day

JULY

- 1 Canada Day (Canada)
- 4 Independence Day

SEPTEMBER

- 5 Labor Day
- 12 Rosh Hashanah
- 21 Yom Kippur

OCTOBER

- 10 Thanksgiving Day (Canada)
- 10 Columbus Day - Obsvd
- 12 Columbus Day
- 24 United Nations Day
- 31 Halloween

NOVEMBER

- 8 Election Day
- 11 Veterans Day
- 24 Thanksgiving Day

DECEMBER

- 4 Hanukkah
- 25 Christmas Day

JULY						
S	M	T	W	T	F	S
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31						

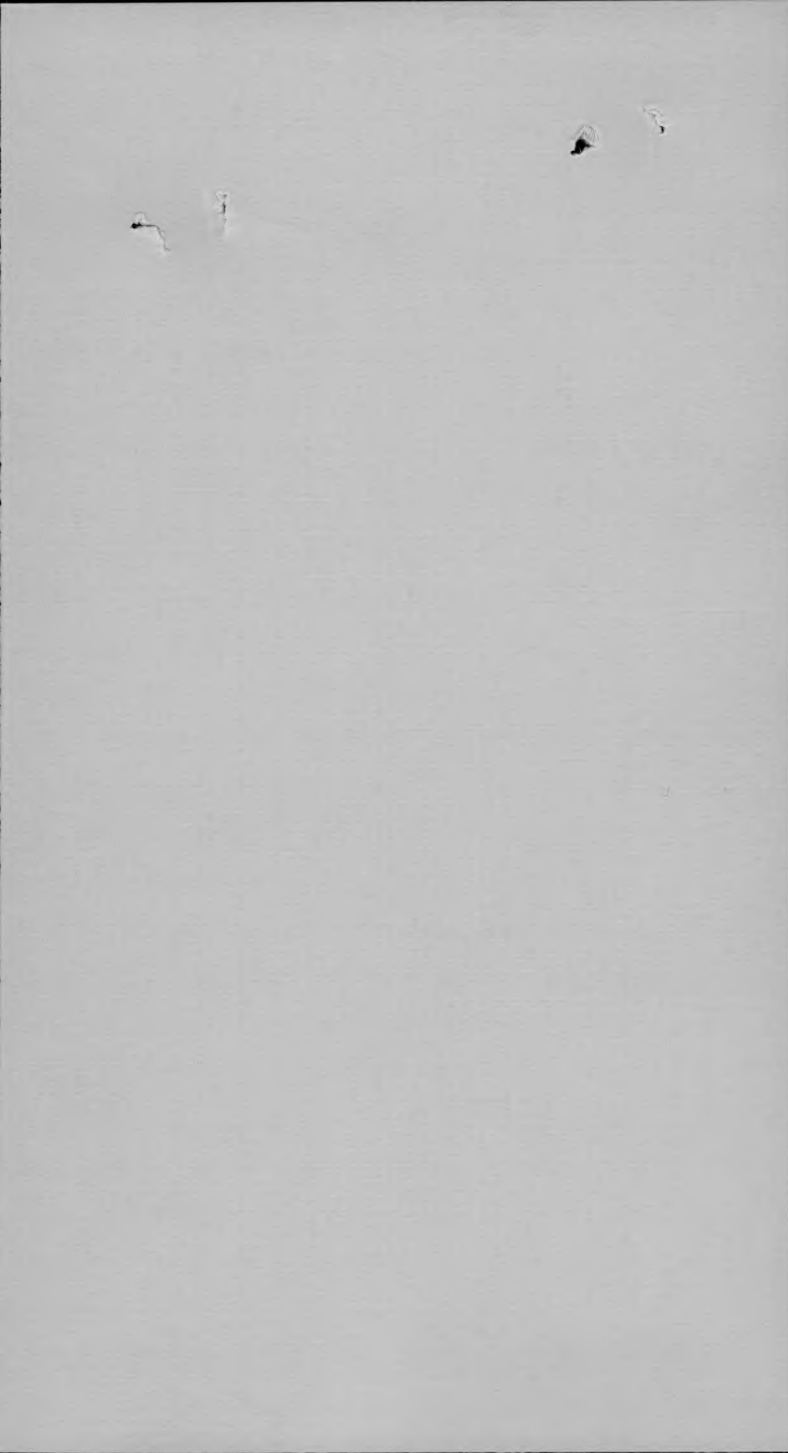
AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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27	28	29	30			

DECEMBER						
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MSU is an Affirmative Action/Equal Opportunity Institution

6178-0086181F009-02



800020

APRIL 30, 1987

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

MAY 22 1987

DIRECTOR OF LABOR RELATIONS
MICHIGAN STATE UNIVERSITY
130 NESBIT BUILDING
EAST LANSING , MI. 48824

RECEIVED
MAY 11 1987
OFFICE OF
EMPLOYEE RELATIONS
PREVIOUS AGREEMENT EXPIRED
JULY 31, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Michigan State Univ Noninstr Res LU 1585

WITH STATE, COUNTY, AND MUNICIPAL
MICHIGAN

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 928
2. Number and location of establishments covered by agreement Michigan State University
3. Product, service, or type of business Service Maintenance Group
4. If your agreement has been extended, indicate new expiration date July 31, 1987

Samuel A. Baker, Director, Employee Relations 517-353-5510
Your Name and Position Area Code/Telephone Number
130 Nesbet Bldg. MSU East Lansing, MI 48824
Address City/State/ZIP Code